

1907-030 Chancery Causes: H. C. T. Richmond, trst vs. James Howard &
Lee Co.

Fee, Weston, Hatcher, Ledford, Osbourn

CA-Debt
T-Property

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining, your orator, H. C. T. Richmond, Trustee as hereinafter set forth, respectfully represents that by deed dated the ____ day of _____, 1904, one Lon H. Baylor, a merchant and business man, of Boon's Path, Lee County, Virginia, conveyed to him as Trustee, certain property therein fully described for the purpose of securing the payment of his indebtedness which is also set out fully in the said deed of assignment, all of which will fully appear from an inspection of a copy of the said deed, which is herewith filed as a part hereof, marked Exhibit No.1.

Your orator further represents that among the property assigned to him by the said deed, were a number of notes and accounts, among which is an account appearing on the books of the said Lon H. Baylor against James Howard and Benjamin Howard amounting, as shown by the said books, to the sum of \$1439.57.

Your orator is informed, believes and charges that the said account arose out of a lumber contract or trade between the said Baylor and the said Howards, and that the said Howards sold to the said Baylor the timber on the land which they had purchased from one W. P. Weston, under which contract of sale it was the duty and obligation of the said Howards to cut the said timber in the woods, saw the same up into saw logs, haul the said logs to the saw mill, have them sawed, and haul the lumber thus manufactured from the said logs to the depot at Hagan, Va., on the L. & N. R. R., where the same was to be graded and shipped by the said Baylor and paid for to the said Howards at certain stipulated prices per thousand feet for each grade, and at certain stipulated prices for each cross tie, where the said timber was manufactured into cross-ties. And it was also a part of the said contract that the said Baylor should make to the said Howards advancements in order to enable them to proceed with the said contract on their part. And a further con-

dition of the said contract was that in case the said Howards should fail to carry out the said contract on their part, the said Baylor might proceed to the work which the said Howards had agreed to do himself, or have it done by others, and charge up the expense of so doing to the said Howards.

Your orator is informed that the said Baylor advanced to the said Howards, pursuant to the said contract, various sums of money, and furnished them various and sundry supplies from his store in order to enable them to carry out the said contract on their part, all which was charged to them on the books of the said Baylor. That after doing a part of the said work, the said Howards were unable, or unwilling to proceed to further carry out their said contract with respect to the said timber, logs, and lumber, and it became necessary for the said Baylor to do have have done the work which they had agreed to do, which the said Baylot did do, and your orator alleges that the said Baylor, on his books, kept a strict and accurate account of the expenses incurred by him in carrying out the said work for the said Howards, charging the same to the said Howards on his books of account.

Your orator further alleges that a large quantity of the lumber manufactured under the said contract has been measured, graded, and shipped as provided in the said contract, and has given the said Howards credit on their account for all the lumber so shipped at the prices stipulated in the said contract, and that as shown by the books of the said Baylor there remains a balance due of \$1439.57. However, there is a considerable quantity of the said lumber which has not yet been measured, graded, and shipped, and which is not ready for shipment on account of the fact that the same has not seasoned for a sufficient length of time, but the same will be shipped as soon as possible. When this remainder of the said lumber, which is now on the yard at Hagan, Va., is measured and graded, the said Howards will be entitled to credit for the same at the agreed price

for the number of feet of each separate grade of lumber. But you orator alleges that after being given credit for all of the remainder of the said lumber at the agreed prices there remains a balance due on the said account of \$875.00 at the very least, which should bear interest from the 1st day of August, 1904, and your orator believes that there is due even more than that sum, but he alleges that he is entitled to and ought to recover from the said Howards at least the sum of \$875.00, with interest thereon from the 1st day of August, 1904.

Your orator further alleges that the said James Howard and Benjamin Howard, jointly, purchased from one W. P. Weston about the year 189__ a certain tract or parcel of land, containing about 283 acres, lying and being near Hardys creek, in Lee County, Virginia, and being the same land off of which the said timber was sold by them to the said Baylor, and known as the A. H. Fulkerson land, at the price of \$2500.00, of which they paid in cash to the said Weston at the date of the said purchase about \$900.00, and for the balance of which they executed to him their notes or bonds, one of which they shortly afterwards discounted and paid off to the said Weston, amounting to about \$800.00; and at the time of the sale by him to the said Howards, the said Weston executed to them his title bond, whereby he bound himself to convey to them the said tract of land upon full payment of the balance of the purchase price. But the said title bond has never been recorded in the Clerk's Office of Lee County, but the same is in the possession of the said Howards or has been lost or destroyed by them. Immediately after their purchase of the said land from the said Weston the said Howards took possession of the same and used and occupied it until the 7th day of July, 1904, when they sold the same to one John Fee at the price of \$1600.00, but not having obtained a deed for the said land they directed the said W.P.Weston to make a deed thereto, conveying the said land directly to the said John Fee, and in accordance with the said directions the

said Weston together with his wife Elizabeth S. Weston, did on the said 7th day of July, 1904, convey the said land to ~~the said land to~~ the said John Fee, which deed of conveyance was admitted to record in the County Clerk's office of Lee County, on the 8th day of July, 1904, Deed Book No. 41, page 540, and a copy thereof is herewith filed as a part hereof marked Exhibit No. 2. At the date of his purchase the said John Fee paid to the said W.P. Weston the balance due him by the said Howards on the purchase price of the said land, then amounting as your orator is informed to a little over of \$900.00, and paid the residue of the said purchase price to the said Howards.

Your orator alleges, that by reason of their purchase as aforesaid from the said Weston, the said James and Benjamine Howard acquired an equitable interest in the said 283 acre tract of land aforesaid, and he further alleges that they have never made any conveyance of the same to the said John Fee or any other person, or if they have made such conveyance the same has never been recorded in Lee County.

Your orator further alleges that shortly after their sale to the said John Fee as aforesaid, they, the said Howards, pocketed the purchase price of the said land, or so much of the same as was paid to them, gathered together their goods and chattels and departed to the state of Kentucky, where they now reside.

Now your orator is advised that the creditors of the said James and Benjamine Howard, they being non-residents of the state of Virginia, have the right to attach the interests of the said Howards in the said 283 acre tract of land and subject the same to the payment of their debts, and that he as the Assignee of the said Lon H. Baylor, has the right to so attach the said interest, and such is the object of this suit.

The prayer, therefore, of your orator is that the said James Howard, Benjamine Howard, John Fee and W.P. Weston, be made

parties defendant to this bill, and be required to answer its several allegations, but not upon oath, answer under oath being waived; that an attachment may be issued and levied upon the said real estate of the said Howard, and such estate so attached may be sold to satisfy your orator's said claim; That order of publication be made against the non-resident defendants, summons be issued against the Home defendants; that all necessary orders and decrees of reference be made in the cause and that full general relief be granted.

And your orator will ever pray &c.

*C. J. Duveau, Geo P. Bridlin
and L. T. Hyatt, p.g.*

Virginia, Lee County, to-wit:

I, H.C.T.Ewing, Clerk of the Circuit Court for Lee County Virginia, do certify that L.T.Hyatt attorney for H.C.T.Richmond, Trustee, this day personally appeared before me in my office and made oath that he verily believes all the statements contained in the foreing bill to be true; That the allegations of said bill so far as made of his own knowledge are true, and so far as made on information derived from other sources he believes them to be true.

Given under my hand, this the 30th day of August, 1904.

H.C.T.Ewing Clerk.

H.C.T. Richmond, Jr.
 & Lu Chy.
 James Howard, et al

Bill

Filed August 30th
 1904 J.H.T. Ewing
 Clerk

1904. 1st Sept. Rules.
 Bill filed, Spa.
 not executed, depts.
 bring non-residents
 & continued for O.P.
 2nd Sept Rules.
 O.P. completed & cause
 set for hearing.

L. T. HYATT,
 ATTORNEY AT LAW,
 JONESVILLE, VIRGINIA

Office costs
 Clerk \$18.81
 1.50
 1.14
 2.13
 7 Sept.
 Depts. costs account

\$24.08

Office costs
 Clerk \$10.28
 1.00
 8.80
 24.00
 24.00

H.C.T.Richmond, Trustee,Plff.)
vs.) In Chy.
James Howard et al.,Defts.)

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee
County, Virginia:

The joint and separate demurrers of James Howard and Ben Howard
to a bill of complaint exhibited against them and others in this
Honorable court by H.C.T.Richmond, Trustee.

Said defendants say that said bill is not sufficient in law,
in this:

1st, It fails to state whether said contract relied upon is
in writing or not. If in writing it ought to be produced.

2nd, It fails to set out the contract price for said lumber and
ties. If there was a price agreed upon, that price ought to be set
out. Unless the contract is produced and the price is shown, the
defendant cannot intelligently answer.

Wherefore, and for divers other errors and imperfections,
these defendants demand the judgment of this court whether they
shall be compelled to make any further or other answer to the said
bill, or any of the matters and things therein contained and prays
hence to be dismissed with their reasonable costs in this behalf
sustained.

~~R. H. Bennett~~ A. M. Gorin,
.....
p.d.

H.C.F. Richmond, Jr.

vs. } Demurrers of Jas & Ben
Howard.

James Howard et al.

H.C.T. Richmond, Trustee, Compl't.

vs. } *In Chy.*

James Howard et al., Defts.

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The separate answer of John Fee to a bill of complaint exhibited against him and others in the Circuit Court of the County of Lee by H.C.T. Richmond, Trustee.

The respondent reserving to himself the benefit of all just exceptions to the said bill for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says:

That as to the conveyance to the complainant by Lon H. Baylor of the property referred to in the bill for the purpose of securing the payment of the said Baylor's indebtedness the respondent knows nothing, but he presumes it is true;

That as to the account of the said Lon H. Baylor against James and Benjamin Howard, co-defendants, appearing upon the books of the said Baylor, assigned to the said complainant, the ~~said~~ respondent knows nothing, and neither admits nor denies the same, but leaves that to the complainant and the said Howards to settle among themselves.

The respondent admits that it is true that the said James and Benjamin Howard, about the year 1902, purchased from one W.P. Weston a certain tract or parcel of land, containing about 283 acres, lying and being near Hardy's Creek, in Lee County, Virginia, known as the A.H. Fulkerson land, and he supposes it is true that the same is the land off of which the said timber sold to the said Baylor by the said Howards was cut, and he supposes it is true that the contract price agreed by the said Howards to the said Weston for the said land was \$2500.00, that they paid the said Weston at the time of their purchase \$900.00, that they executed their notes or bonds for the balance of the contract price, that shortly afterwards they discounted and paid off one of said notes or bonds amounting to about \$800.00, and he also supposes it is true that at the time of the sale by the said Weston to the said Howards that the said Weston executed to them his title bond, whereby he bound himself to convey to them said tract of land upon full payment of the balance

of the purchase price, but of this title bond the respondent knows nothing.

The respondent supposes it is true that immediately after the purchase of said land by said Howards from said Weston they took possession of the same and used and occupied it until sometime in the month of June, 1904, when they sold the same to the respondent at the price of \$1600.00.

The respondent admits that it is true that said Howards had obtained no deed for said land from said Weston, and that they directed said Weston to make the deed thereto direct to the respondent, and that in accordance with said direction the said Weston, together with his wife, did, on July 7th, 1904, make said deed direct to the respondent, which said deed was admitted to record in the County Clerk's office of Lee County, on July 8th, 1904.

The respondent also admits that about the date of his purchase from the said Howards he (the respondent) paid to the said Weston the balance due him (the said Weston) on the purchase price from the said Howards, amounting on July 7th, 1904, to \$976.00, and the residue of the purchase price, which the respondent was to pay for said land, the respondent paid to the said Howards, according to his contract with them.

The respondent now avers and alleges that sometime about the month of June, 1904, the said James and Benjamin Howard approached him proposing a sale of the said land set out by the complainant in his bill, known as the A.H. Fulkerson land, stating that the said W.P. Weston had brought suit against them for the balance of the purchase money due him on said land, and had enjoined them from cutting and removing the timber from said land under their contract with said Lon H. Baylor, and that unless they could sell said land they could not meet the payment to the said Weston and would therefore lose the whole of the money they had paid him on said land. Whereupon the respondent entered into an agreement with them that he would take said land at the price of \$1600.00, under this further agreement, that the respondent should first pay off and settle the suit against them by the said Weston for the recovery of the balance of the unpaid purchased money against them on said land, and the balance, whatever it might be, the respondent was to pay to them. Under this

agreement, the respondent avers, that on July 7th, 1904, he paid to the said Weston \$976.00, in settlement of said suit for the recovery of the balance of his purchase money lien, and the residue, \$624.00, the respondent paid over to the said Howards, and the said Weston, according to the directions of the said Howards, executed to the respondent the deed to said land, which said deed was recorded July 8th, 1904, in the County Clerk's office of Lee County, Virginia.

The respondent avers that he is a very old man, 93 years of age, feeble in mind and in body, and he is advised that in order to have made his title complete he should have taken, at the time of his purchase, a deed from the said Howards to the said land; and while he can claim no advantage of his feebleness and want of a knowledge of the law in this particular, he is advised that he is entitled to be subrogated to the right of the said Weston for \$976.00, the amount paid by him in settlement of the said Weston's purchase money lien, with interest thereon from said 7th day of July, 1904, till paid.

The respondent admits that the said James and Benjamin Howard, by reason of their purchase from the said Weston, acquired an equitable interest in said land, but he denies that they never made any conveyance of the same to the respondent, and he here files, as part hereof, markes "F", a copy of a deed from the said Howards to himself, dated August 5th, 1904, and properly recorded in the County Clerk's office of Lee County, Virginia, on September 1st, 1904, in Deed Book No. 42, p.

The respondent denies all fraud, unlawful combination, and confederacy; and having answered the complainant's bill as fully as he is advised it is material he should answer, he prays to be hence dismissed with his reasonably costs by him in this behalf expended, and he will ever pray, &c.

..... *John F. ...* ,
Defendant.

By *A. M. Lewis*, p.d.

H. C. F. Richmond, Trustee
vs. } Ans. of John Fee.

James Howard et al.

Filed in open court
by leave thereof, Sept.
20th, 1904.
H. C. F. Ewing, Clerk.

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H.C.T. Richmond, Trustee, - - - - -	Plff.)
vs.) In Chy.
James Howard et al. - - - - -	Defts.)

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County,
Virginia:

The joint and separate demurrers and answers of James Howard and Benjamin Howard to a bill of complaint exhibited against them and others in this Honorable court by H.C.T.Richmond, Trustee.

Respondents say that said bill is not sufficient in law, and they demur thereto, and not waiving said demurrers, but relying and insisting thereon, should further answer be required of them, they answer as follows:

That they do not know of their own knowledge about the deed of trust made by Lon H.Baylor to the said H.C.T.Richmond, Trustee, or of the property therein conveyed for the purpose stated, but in so far as these respondents' rights are sought to be affected thereby they call for strict proof of said allegations of said bill.

The respondents deny that they are indebted to the said Baylor, or to his said trustee, in the sum of \$1489, or any part thereof, or in any other sum, and if any such amount appears on the books of the said Baylor against them it is incorrect and an improper charge; and they deny that said account was transferred by the said deed of trust or assignment to the plaintiff trustee, or any other account due by them to the said Baylor, as they are not, nor were not, indebted to him, and they deny that any such account as alleged in the bill was transferred to the plaintiff.

The respondents deny that the said account alleged in the plaintiff's bill arose out of a lumber contract or trade between the said Baylor and the respondents. They say it is true that there was a lumber contract between the said Baylor and themselves, but they deny that the plaintiff states correctly the terms of said contract, and they deny the allegations of the plaintiff's bill which purports to state the terms of the said contract between them. By the terms of said contract, among other things, the said Baylor was to furnish a saw-mill outfit, set the same at the place agreed upon within six weeks from the date of said contract, and to saw said lumber at the price of \$2.00 per M feet, which said saw bill was to be deducted from the contract price of said lumber.

The respondents allege that they proceeded at once to comply with the said contract upon their part and work, ^{ed} theirat with an expensive logging outfit for at least twelve months, and during said time placed on the saw-yard about 1500 logs, and for the said work the said Baylor failed and refused to make to them the advancements as provided for by the terms of said contract, and he also failed to place said saw-mill at the place agreed on to saw said timber within the said six weeks, and had not so placed said saw-mill at the end of twelve months from the date of said contract, and on account of the said Baylor failing to so furnish said sawmill and do said sawing, and to make to them the said advancements, the respondents were unable to proceed further in carrying out the terms of said contract on their part. And after the respondents were thus forced to give up the contract, sometime thereafter, the said Baylor did furnish a saw-mill at the place where said logs had been hauled by the respondents and proceeded to saw said logs and carry on said work under his own management, and sawed out of the logs so placed upon the yard by the respondents, and what he afterwards placed there himself, at least 346,595 feet of lumber, besides a large number of cross-ties. But before said amount of lumber was thus sawed, to-wit, about June or July, 1904, the said Baylor and the respondents made a partial settlement under their lumber contract, and, at that time, said settlement showed a balance due by the respondents to the said Baylor of only \$604.44, which did not include five car-loads of lumber to be accounted for by the said Baylor, and the respondents allege that the said five car-loads of lumber would have not only settled in full the said balance of \$604.44, due said Baylor, but would have left a large balance due to them, and this balance, and what is due them from said Baylor for other lumber and timber received by him from them, would amount to at least the sum of \$900.00, and the said Baylor is indebted to them in this amount, and they are advised that they have the right to recover the same, and they ask judgment over for this amount against him, or his assignee, the plaintiff in this case.

The respondents deny that the said Baylor had the right under said contract to carry on said work, incurring such expenses as he thought proper and charged the same to the respondents, and they allege that the expenses incurred by the said Baylor in doing said

work, or a large part thereof, was exorbitant and unnecessary, and without the consent and approval of the respondents.

It is true that said Baylor did advance to the respondents some supplied from his store while they were working as aforesaid, but they deny that he furnished all the supplies that they were entitled to under said contract, and they deny that he advanced to them any money whatever, which was necessary to enable them to carry out their said contract, and if the said Baylor, as alleged in said bill, has charged on his books any money advanced to them under said contract, such charges are wrong and improper. They deny that after doing a part of said work they were unable, or unwilling, to proceed to carry out said contract on their part, and they deny that it became necessary for the said Baylor to have done the said work which they had agreed to do and they deny that the said Baylor kept a strict and accurate account of said expenses incurred by him in carrying out said work done by him on his said books. They allege that they ^were ready and willing at all times to perform said contract on their part, but the said Baylor failed to perform the contract on his part, thereby rendering them unable to carry out the contract on their part, and so failed to carry out the contract on his part in order to take advantage of said contract and deprived the respondents of the benefit to which they were entitled thereunder.

The respondents say it is true that a large quantity of the lumber manufactured under said contract has been graded and shipped, but they deny that they have been given credit for all the lumber so shipped at the contract price, and they deny that there remains a balance due said Baylor of \$1439.57 out of the shipped lumber. They say that it is true that a considerable quantity of said lumber has not been graded, measured and shipped, but they allege that said lumber ought to have been graded, measured and shipped long ago by the said Baylor. But they deny that after giving them credit for all of said unshipped lumber there will remain a balance due said Baylor of \$875.00 at the very least, or any other balance, and they deny that the plaintiff is entitled to or ought to recover from the respondents the sum of \$875.00, with interest thereon from the 1st day of August, 1904, or any other sum.

The respondents say that the allegation of the plaintiff's bill, relative to the purchase by them from W.P. Weston to a cer-

tain tract of land therein stated, beginning at paragraph 1, on page 3, down to paragraph 1, on page 4, of said bill, are substantially correct, except that the sum paid by John Fee to W.P. Weston is \$976.00. But these respondents deny that the said Baylor, or the plaintiff, has the right to attach the said tract of land and subject the same, or any interest therein, to the payment of the alleged debt of the said Baylor or the plaintiff in this case, and they deny that they have never conveyed their equitable interest in said land to the said John Fee, and they hereby adopt the answer of the said John Fee, in so far as may be necessary for his protection as the purchaser from them of the said land.

The respondents further allege that prior to, and at the institution of this suit, that one Wash Osburn, the tenant of the said John Fee, was in the actual possession of said land, and that no copy of the attachment herein, or any process whatever, was served upon the said Osburn.

The respondents further show to the court that by reason of the breach of the said contract by the said Baylor, and failing to comply with the said contract on his part, in that he failed to furnish said saw-mill outfit within the time agreed on, and failing to advance the money ~~the money~~ and supplies which they were entitled to under said contract and thereby rendering them unable to comply with said contract on their part, and depriving them of the benefits to which they were entitled to thereunder, as aforesaid, these respondents have sustained damage to the amount of at least \$1000.00, which amount of damages they hereby offer to offset against any recovery against them by the plaintiff, and they ask for judgment over against the said Baylor, or the said plaintiff, for any excess.

The respondents now deny each and every allegation of said bill not herein before admitted or denied, and now having answered as fully as they ^{are} advised that it is material, they pray hence to be dismissed with their reasonable cost in this behalf expended.

And they will ever pray, &c.

B. H. Sewell & A. M. Guins

P. D.

H. C. T. Richmond, Jr.

vs. { Ans. of Jas + Ben Howard

James Howard et al.

Filed in open court
& by leave thereof on
Feb'y 20th 1705.

H. C. P. Richmond, Trustee

Plff.

vs

James Howard et al

Def.

There remaining nothing further to be done in this case, it is ordered that the same be stricken from the docket.

H. C. I. Richards
Trustee.

vs. { In Chancery

James Howard et al

Decree Final

Entered in C.O.B.
#8, page 307-

Enter this decree
Sept. 16th 1907.
H. A. W. Starn

J. M. Howard,Plaintiff.

vs. (In Chancery.

Ben Howard, James Howard, W. P. Weston and John Fee,...Defendants.

and

H. C. T. Richmond, Trustee &c .,Plaintiff.

vs. (In Chancery.

James Howard, Benjamin Howard, John Fee and W. P. Weston, Defendants.

On motion of the plaintiffs, respectively, in the above styled causes, by their counsel, respectively, and the court deeming it proper, it is adjudged ordered and decreed that the said causes be brought on to be read together.

Thereupon the said causes came on this the 27th day of February, 1905, to be heard upon the bill and exhibits therewith in the first above styled cause, the answer of the defendant, John Fee, to the said bill filed on the 20th day of September, 1904, and general replication thereto by the plaintiff therein, the answer of the defendants, James Howard, to the said bill, filed in open court and by leave thereof on the 20th day of February, 1905, and general replication thereto by the plaintiff, and process duly executed as to the defendants, Ben Howard and W. P. Weston, and was argued by counsel. On consideration whereof and it appearing to the court that the said defendants, W. P. Weston and Ben Howard, have each failed to appear, plead answer or demur to the said bill, although they have each been duly served with process therein, it is adjudged, ordered and decreed that the same be taken for confessed as to them.

And the said causes coming ^{on} also to be heard upon the bill of the plaintiff in the second above styled cause and exhibits therewith, the answer of the defendant John Fee filed herein on the 20th day

of September, 1904, and ~~general~~ replication thereto by the plaintiff in said cause, ^{*The decree entered therein at the September term, 1904, of this court,*} the joint and separate demurrer of the defendants,

James Howard and Benjamin Howard, to the said bill, joinder in said demurrer by the plaintiff, the joint ~~XXXXXXXXXXXX~~ ^{*demurrer and*} answer of the said defendants, James Howard and Benjamin Howard, filed in open court and by leave thereof on the 20th day of February, 1905, the attachment of the plaintiff duly levied on the real estate in the said bill mentioned

mentioned. order of publication duly made, published and posted against the non-resident defendants, and process duly served on the defendant W. P. Weston, and was argued by counsel. On consideration of all which, and it appearing that the said W. P. Weston has been duly served with process in this case, but has failed to appear to plead, answer or demur to the said bill, it is ordered that the same be taken for confessed as to ~~xxxx~~ him, and that the demurrer of the said James Howard and Ben Howard be and the same is hereby overruled, and thereupon the plaintiff replied generally to the said answer of the said James Howard and Benjamin Howard.

On consideration of all which, the court deeming it necessary, it is adjudged, ordered and decreed that this cause be referred to James W. Orr, one of the commissioners of this court, whose duty it is hereby made, after giving ten days notice of the time and place of his sitting to the parties interested, or their attorneys, to ascertain and report to the court at the earliest time possible,

First.--The amount due by the defendants, James Howard and Benjamin Howard, to the plaintiff as assignee of *Jon* H. Baylor, if anything;

Second.--The liens against the real estate in the said bills mentioned, showing the amounts thereof, to whom due, and their priorities, and in ascertaining the said liens the said commissioner will especially inquire into and report upon the question of taxes due thereon to the Commonwealth of Virginia, or otherwise;

Third.--Any other matter deemed pertinent by himself or required by any party in interest.

The said commissioner will hear all proper evidence offered by any of the parties before him, touching the matters in dispute in this case, and will reduce the same to writing, and return it with his report.

And said causes are continued.

And said causes are continued.
him rebut.

this case, and will reduce the case to writing, and return it with
by any of the parties before him, forgoing the matters in dispute in
The said commissioner will hear all proper evidence offered
by any party in interest.

Third.--You often met, James Denton by himself, or with
the women to the Commonwealth of Virginia, or elsewhere;
will especially inquire into and report upon the question of taxes
collected, and in ascertaining the said items the said commissioner
mentioned, showing the amounts thereof, to whom due, and their pay-
ment.
Second.--The items showing the real estate in the said place
shall be:

First.--The amount due by the defendants, James Howard and Ben-
jamin Howard, to the plaintiff as assignee of John H. Baylor, it may

J. M. Howard
vs { Lu Chiu
Ben Howard et al
and
H. B. T. Richardson, Jr.
vs { Lu Chaucery
James Howard et al
Decree for account

Entered in C. O. B.
8 page 3-4

Enter this decree
July 27, 1905
H. W. B. B.

(1)

Met pursuant to adjournment at the law office of James W. Orr
in Jonesville, Virginia on the 16th day of November, 1905.

Duncan & Cridlin, L. T. Hyatt
Present: & A. M. Goins attorneys.

Mr James Howard a witness of lawful age being duly sworn deposes and
says:

Q. -- Are you the James Howard who with Benjamin ~~Har~~owar
purchaed a tract of land from W. P. Western known as the Fulkerson
tract of 283 more or less, and which was afterwards sold by you and
your father to John Fee?

A. -- I am.

Q. -- Were you on the first day of September 1904, the date of the
recordation of the ~~deed~~ from yourself and father to John Fee indebted
in any sum to Lon H. Baylor, if so how much?

A. -- I was not.

Q. -- State whether or not you ever had a lumber or logging contract
with said Baylor for the timber on said Weston or Fulkerson tract of land?

A. -- Yes sir, we gave him a contract for it.

Q. -- State whether or not you ever run an account at Baylor's store
growing out of said lumber contract?

A. -- Yes sir.

Q. -- Lon H. Baylor in his deposition given before this commissioner
states that on the 24th day of Sept. 1904, you were indebted to him
in the sum of \$1273.29, which was contracted in a logging and lumber
contract between you and him, please state whether or not you was indebt-
ed to said Baylor on that day, that sum of any other sum? on a logging
or ~~lumber~~ contract, or any other contract?

A.)) No/ sir, I was not.

Q.)) Did you ever have a settlement with Mr. Baylor of your logging
and lumber business; if so, when and where was it, who was present and
what was the nature and effect of that settlement?

(2)

A.-- Before the witness answer this question I desire to ask the following preliminary question:

Q.-- Was the settlement about which you were asked in writing or figuring?

A-- Yes it was in writing we gave him a deed or contract to settle our store account of over \$800.00

A Any answer to the foregoing question propounded by Mr. Goins is object^{as to} as to the last part of said question because the settlement is shown to have been in writing and the writing is the best evidence as to the settlement and what was settled.

C. T. Duncan.

A/ Said settlement and deed can not be produced by the defendant because in the possession of the plaintiff and we have called upon him to exhibit the same. The last account we had of the deed or contract it was in the hands or possession of L. T. Hyatt, one of the attorneys in this case.

Counsel.

A.-- After we had quit the logging and gone home Mr. Lon H. Baylor and C. C. Bayles came over to our house and stated that we owed him about \$800.00 in his store, and that if we would give him a contract or deed to all the merchantable timber standing on the land and logs upon the yard, he would square our account, and for me and my father^{Ben. Howard} to come over to his store and we would draw up the contract and he would settle the account. C. C. Bayles was present at the time, and it was at or near my house in Kentucky. This was after we had quit the logging contract and gone home.

Q.-- Did he tell you at that time why it was he wanted to buy the timber?

A.-- At that time E. R. King had lawed us and Mr. Baylor seemed to be afraid that King would get the timber, and he wanted us to let him have the timber.

Q.-- Did you and your father afterwards go over to Mr. Baylor's store and execute the contract or deed to the timber as you had promised Mr. Baylor you would do.

A.-- We did.

Q.-- Who drew up that contract or paper for you?

A.-- Mr. C. C. Bayles as I remember.

Q.-- After this date , the date of the contract aforesaid, did you or not ever have anything further to do with said logging and lumbering and did the said Baylor take charge of and thereafter manage the same?

A.-- We never had anything more to do with the logging after it was settled, and Baylor took charge of the business.

Q.-- Since that date, has Mr. Baylor ever claimed to you that you owed him anything in his store or otherwise on said logging or lumber contract, or otherwise, or has he ever rendered to you any statements as to the amount of the lumber he received from the timber or the prices for the same?

A.-- ^{statement}nosir, He never rendered any to me, or ever claimed that I owed him anything.

A.--

CROSS-EXAMINATION BY L.T.HYATT.

Q.-- How many written contracts, if any, did you ever have with L. H. Baylor, in reference to timber or lumber?

A.-- One contract is all I had with him in regard to the logging showing the prices of it.

Q.-- When was that contract made?

A. Same time after he promised to bring the mill there he gave me a contract.

Q.-- Did Benjamin Howard, your father, ever have any contract with him for timber or lumber that was reduced to writing?

A.-- No, not that I know of.

Q.-- Who sold the timber on the tract of land commonly known as the Spangler land to L. H. Baylor?

A. I am the man that contracted it to him.

Q.-- Was that contract made by you reduced to writing?

A.-- No. not at the time we made it.

Q.-- Was it afterwards reduced to writing?

A.-- He gave me a contract showing what I was to have for it, is all the contract I ever had.

Q.-- Now don't you know that it is a fact that your father made and entered into a written contract with Mr. Baylor by which he sold him all the merchantable timber on a certain tract of land lying and being in Lee County, Virginia, being the same which was conveyed by Wm. Weston to your father and you or to one of you commonly known as the Spangler land?

A.-- No, only that deed is all the writing that he ever entered into with him that I know anything of.

Q.-- I now show you, the paper to which I refer, dated on the 23rd, day of May, 1903, and ask you if that is the paper to which you refer in your answer

~~any~~ just above entered into with your father Benjamin Howard

A.-- I ~~had~~^{can} neither read nor write and know nothing about the paper.

Q.-- When was the written contract entered into by your father with L. H. Baylor of which you speak in your answer just above entered into?

A.-- I do not know, just when that deed was given, some time after I quit the work, I never kept any account of it, I mean the deed that me and my father signed at Baylor's store the one I think C. C. Bayles wrote, and which conveyed Baylor the timber on the land.

Q.-- What year was that in?

A.-- 1904 I believe.

Q.-- Who was present at that time?

A.-- Mr. Bayles was present, and Mr. Baylor was there, and if there was any body else I don't remember it.

Q.-- Were you and your father there?

A.-- Yes sir.

Q.-- What time of the day was it, before or after noon?

A. I could not tell you.

Q. Where had you come from that day?

A.-- We came from home, about thirteen miles across the mountain.

Q/-- Did Mr. Baylor never render to you at any time a statement of your account of the lumber dealings, the amount of your purchases from him the amount of the credits or nothing of that sort ?

A.-- No sir.

Q/-- Did you ever look over his books or he tell you the state of your account with him or nothing of that sort?

A.-- No. sir.

Q. Did you never ~~make~~^{make} any inquiry of him as to how the dealings between you and him stood, whether he owed you ~~and~~^{or} you owed him, or anything of that kind?

A.-- No I never inquired of him as to how we stood. I never could get anything out of him until he came over to my house to make the contract for the timber purchase, he then told me we owed him about \$800.00.

Q.-- Now when was that?

A.-- That was just a short time before that deed was given.

Q.-- What year was it in.

Objected to because a repetition of the question above asked and answer by the witness in which he states was in the year 1904.

A.-- 1904. as well as I remember it.

Q / What season of the year?

A.-- It was along in the Spring like as well as I remember it .

Q.-- Who came with Mr. Baylor on that occasion.

A.-- Mr. Bayles.

Q.-- Did Mr. Baylor try to enter into a written contract with you on that trip?

A/-- Yes, I suppose he did.

~~Q.--~~ Well the answer I made him was that me and my father would come over, that I didn't know exactly what to do about it.

Q.-- What time did you commence logging iunder your contract with Baylor?

A.-- We commence sometime in September, 1903/ I believe.

Q.-- How long did you log?

A.-- I logged along after christmas?

Q.-- How long after christmas?

A.-- Some time after christmas?

A.-- How long after christmas state your best recollection.

A. I could not tell you for I never paid any attention.

Q. Well was it nine months after christmas?

A. It might have been two or three weeks after christmas, and may be a shorter time.

Q.-- Now how long was it after you quit logging until Mr. Baylor and Mr. Bayles came over to see you as stated above by you.

A.-- It was along some time ~~axter~~ that spring in warm weather, I think it was in June some time.

~~And further this deponent sayeth not.~~

Question by Commissioner. _____

Q.-- On the occasion when you say you and y ur father Benj. Howard came across the mountain to Baylor's store and entered into a wri ten contract selling him the residue of the timber on the Spangler land, do you remember who signed that contract or writing?

A.-- My father and myself signed the deed ^{or} ~~and~~ the one we made with Mr. Baylor for the balance of the timber, and that I think C. C. Bayles wrote.

Q.-- Do you remember what the consideration was, that is the amount of money expressed in the writing as the price of the timber?

A.-- We were just to give him the timber in settlement of the store account. I think the store account was said by him to be about \$800.00. and I suppose that it was put that way in the writing this sum, however, included the lumber on the yard.

Q.-- And further this deponent saith not.

Signature waived by concent of parties.

Benjamin Howard another witness of lawful age, being duly sworn deposes and says:

Q.-- Are you the Benj. Howard who together with James Howard purchased from W. P. Weston a tract of land known as the Fulkerson tract.

A.-- I am the man.

Q.-- Are you acquainted with Lon H. Baylor, and did you have a lumber or logging contract with said Baylor.

A.-- I am. I did not have anything do to do with ^{it}, but my son James Howard did have a contract with him.

Q.-- Did you or your son James Howard run an account with the said Baylor at his store?

A.-- I suppose we did.

Q.-- On the first day of September, 1904, state whether or not you or a James Howard either one or both of you was indebted to the said Baylor in any sum if so, how much.

A.-- I suppose we were some. we had never made any settlement and he claimed \$800.00, and I offered him the lumber on the yard in settlement of the account. He said he would not do it. The matter then passed on may be two or three months, and then I moved from there, sold the land moved out he came over there and brought Mr. Bayles with him, that is he came to Harlan, ~~and~~ me and Jim ~~went~~ then went over there, and made him a deed for the timber and the lumber in settlement of his store account.

Q.-- State ^{the} were the ded~~s~~ was drawn up and where it was signed by you.

A.-- It was drawn up there at Mr. Baylor's and was signed there by us. It was written by Mr. Bayles.

Q.-- Who signed said deed or contract?

A.-- I signed it with my son Jim, and I signed my wife's name as Baylor requested it. Mr. Bayles signed all our names for us.

Q.-- When was it as near as you can give the date that this settlement and contract was made.

A.-- It was getting towards Spring, but still in cold weather.

Q. Did you ever run an account or have any dealings with said

Baylor in his store or otherwise, after you conveyed to him the timber, and squared your account with him as above stated?

A.-- I did not sir.

Q/-- State whether or not you was indebted to the said Baylor in any sum at the time he brought this suit against you in this court?

A/-- No we did not owe him one cent.

Q/-- Since the settlement between you and said Baylor in which you conveyed to him the timber on said land have you ever had anything to do with said timber or lumber?

A.-- No sir?

Q.--Why was it that you sold to John Fee this boundary of land?

Objected to as immaterial and i rrelevant.

L. T. Hyatt.

A.-- I could not pay for the land and I sold it.

Q.-- I will ask you if there was not at that time some debts or judgments against you in the hands of the officers.

~~A.--~~

Objected to as immeterial and if there was there is better evidence of it.

C.T.Duncan.

A.-- Theree was. Mr. King had a debt against James Howard, and also Jesse Howard had a judgment against James Howard.

~~A.--~~

CROSS--EXAMINATION.

Q.-- What year was it, as near as you can tell, when you made the deed for the timber to Mr. Baylor as spoken of above by you.

A.-- I don't know that I can say positively.

Q/-- How long ago has it been.

A.-- I don't know how long.

Q/-- Tell me as nearly as you can how ^{ago} long_x it has been.

A.-- I don't know exactly, it has been a right smart bit.

Q/-- Has it been as long as two years?

A.-- I guess it has been two years. I don't know.

Q/-- Has it not been about three years?

A/ -- I could not tell you.

Q.-- Wasn't the trade about this timber made in January, and wasn't the deed drawn up and signed in May following?

A.-- I don't know exactly whether it was or not.

Q.-- How many deeds did you ever make and sign to Mr. Baylor about this timber.

A.-- I only signed one deed ^{and one} ~~ex~~ article.

Q.-- What was the deed for.

A.-- It was for the timber.

Q. What was the article for.

A. Well it was just for the timber.

Q.-- Which was signed first, the deed or the article.

A.-- The article.

Q/-- Who drew up the article.

A.-- Baylor, himself, I recon.

Q. Where was it drawn?

A.-- I could'n tell you I didn't have it done.

Q.-- Where was it signed by you.

A.-- I signed it right there at Baylor's .

Q.-- Who was present when it was signed.

A.-- There were several there I do not know how many.

Q. Whose name did you sign to it.

A// I just signed mine.

Q.-- Did you not sign your wife's name.

A.-- No I did not to the article.

Q.-- Who was present when the deed for the timber was made.

A.-- me and my son, Jim, Mr. Baylor, Mr. C. C. Bailes, Mr. Thom. Hatcher was passing backwards and forwards.

Q. Who wrote your name and your wife's name to that deed.

A.-- Mr. C.C. Bailes,

Q.-- Was any body called on to witness that deed or not?

A/ I think Mr. Bailes witnessed it himself.

Q.-- Was that deed that you signed there that day written with a pen and ink or with a typewriting machine?

A.-- It was written with a typewriting machine.

Q.-- Was the article which you say you signed written with pen and ink or with a typewriting machine.

A.-- I don't remember now but think it was written with a machine.

Q.-- How much ~~xxxx~~ did you account with Mr. Paylor amount to.

A.-- I do not know, I kept no account and depended upon ~~xxxxh~~ what he had down against us.

Q.-- You dealt pretty largely with him didn't you.

A.-- I didnot, I do not know what my son did, don't think he did. I never got \$100.00 worth of goods in all that I got.

Q.-- Did you not pay a good deal out through his store for work and other things.

A.-- My son I guess paid some, but I never had anything to do with it.

Q.-- Your son attended to the business of that logging matter did he?

A.-- Yes sir.

Q.-- What time did your son commence logging the ^utiber you sold to Mr. Paylor.

A.-- It was along in the fall. about September, I think.

Q.-- How long did he continue.

A. I think he hauled on until about three weeks after Christmas.

Q.-- At the time he quit had ^{he} hauled the principal amount of the timber from that land.

A/-- He had hauled a heap of it and there was a heap left to haul.

Q -- You say King had a debt against your son Jim at the time the sale was made, and I was security, now was King's debt a judgment or just a note?

A.-- It was a note and he afterwards got a judgment.

Q.-- Had he got a judgment before you sold ~~it~~ or not?

A.-- Yes, he had a judgment against us before we sold the land.

Q.-- How much was the King debt for?

A.-- it was \$300.00 I think.

Q.-- Has that debt been paid and if so when?

A.-- Yes it has been paid. before the land was sold.

Q.-- Then at the time you sold the land you owed no debt except the Jesse Howard judgment and the land debts outside of your dealings about the lumber, did you?

A.-- No, not that I remember of.

Q.-- I now show you a paper purporting to be signed by yourself and by Nancy Howard, by yourself as her agent, dated on the 23rd day of May, 1903, and ask you if that is not the deed which you executed to Mr. Baylor for the timber on said land which is marked on the back contract No. 1.

A.-- I can not answer that, I don't know it, Mr. Bailes might testify to it., as I can not read.

RE-EXAMINATION BY A.M.GOINS.

Q.-- Did you hear your son James Howard give his deposition in this case above?

A.-- Yes sir.

Q.-- Was the deed or contract you had with Baylor in which you conveyed to him the timber and lumber on the yard in satisfaction of his account against you, the same deed and contract said you and him signed at Baylor's store, and which was drawn up by C. C. Bailes.

A.-- Yes, sir, and this is the only settlement we ever had in regard to the matter.

Question by Commissioner.

Q.-- Do you know, or have you any idea as to how much lumber was on the yard when you and your son deeded the timber and lumber to Mr. Baylor?

A.-- There was a sight of lumber when we deeded it to him. There was \$1000.00 or \$1500.00 worth.

Q. Was that lumber ricked up?

A. Some of it was, and some was set up on ends.

Q/-- Do you know how much merchantable timber remaining on the Spangler land that you deeded to Mr. Baylor along with the lumber?

A.-- There was a right smart of it/ still standing. There was a heep down and heep standing. it was oak timber, white oak, black oak and chestnut. I guess the timber left on the land the way it stood was worth \$1000.00 . My understanding is that all we ever received from Baylor is what was embraced in the store account.

Question by C. T. Duncan, Re-Cross examination.

Q.-- You have stated that at the time you made the deed of which you have spoken in full settlement with Mr. Baylor, that he claimed you owed him about \$800.00 , and you now state in answer to a question propounded^d by the commissioner, that at the time you made that deed there was one thousand or fifteen hundred dollars worth of lumber on the yard, and that the timber still standing on said land was worth one thousand dollars or more, now will you please state how you come to convey to Mr. Baylor two thousand or more dollars in value of timber and lumber to pay an \$800.00 account.

A. He claimed more than that at the start ^{is law} ~~that~~ I came to do it.

Q. Did he claim more than that at the time you made that deed?

A.-- He claimed a little more than \$800.00 at the time.

Q. Well now tell me, how you come to convey to him over two thousand dollars worth of lumber and timber to pay a debt ~~that~~ that was only a little over \$800.00

A/-- So he took it that is all right.

*R*edirect examination.

Q.-- I will ask you if Mr. Baylor did not make out to you that your other indebtedness would give you trouble and that it was best for you to sell him the timber and lumber.

Objected to because leading and for
the further reason that no indebtedness
is shown except a small debt due to Jessee
Howard of about \$75.00

C.T.Duncan.

A.-- Yes sir.

Q.-- Judge Duncan ask you to explain into him why it was that you con-

veyed to Mr. Baylor a thousand dollars worth of lumber and a thousand dollars worth of timber in satisfaction of an \$800.00 debt, now I will ask you if as Mr. Baylor states in his deposition that the gross proceeds of the lumber was \$1729.57 and that your indebtedness to him at the time you quit logging was \$703.29, and it took the whole of this lumber to pay said debt of \$703.29 and he then brings you out \$1272.29 still in his debt, I will ask you to say if you don't think it was to your advantage to give the two thousand dollars worth of stuff in order to get rid of the \$800 dollar debt and to be rid of a man who would undertake to deal with you in this kind of a reckless manner.

Objected to because leading, suggestive, argumentative, and because there is no evidence in the record to support the hypothesis assumed in further it asks the witness to give an opinion instead of a statement of facts, which opinion if admissible, is entirely irrelevant, and immaterial.

C. T. Duncan &c.

A.-- I do, sir.

And further this deponent saith not.

Signature waived by consent of the parties.

W. P. Weston another witness of lawful age being duly sworn deposes and says:

Q.-- Are you the same W. P. Weston who sold to James and Benj. Howard defendants in this suit a tract of land of 283 acres known as the Fulkerson tract.

A.-- I am.

Q.-- Did they ever pay you for said land, and did you ever make to them any conveyance of title, deliver possession &c. state all about your trade.

A.-- ~~They did, and I made to them a title deed~~

I sold said tract of land to Benj. James and Nancy Howard for \$2500.00, they paid me down \$1000.00 and executed a note to me for

\$850.00 due in one year and \$850.00 due in two years. Some five months after said note was executed they paid me the first note by me discounting it \$25.00, and after they sold the land they paid me the other note which was then not quite due. At the time of the purchase I executed to them my title bond for said land, and after they paid for it I conveyed it to John Fee at their request.

Q. Did you take any legal proceedings against them for the collection or securing of the second note after it was executed to you and before they sold the land to John Fee. , if so, state what it was and what you did.

A.-- I did. Baylor was cutting the timber off of the land and I was informed by C. C. Bailes that Baylor had gotten Howard to deed all of the merchatable timber and lumber to him and I was fearful that I would be bothered about getting the balance of the purchase money on the land, and I brought an injunction suit and ~~injunctioned Baylor~~, the purpose of which was to obtain an injunction which was granted to me by the court, as I was informed but it was never served, because L. H. Baylor, he told me he thought it was legally served and quit work, and when he quit work he came to see me about it, and wanted to settle it up, and proposed to sell him my note, which was the purchase money lien on the land, and I told him he would then have the right, I thought, to go ahead and cut his timber and would not be in any danger, but he said he could not do it, but he set a day for me to come to his place, about a week from that time and said that he would have the two Mr. Howards there, and would settle it up. If they don't settle it I will and I went on the day mentioned, but no one didn't seem to want to settle with me, so I told Lon there was no business in that that I had an injunction and I would have it served and we would settle it according to law. In about three days he came to my place again, and he proposed a settlement, and asked me what I would take to dissolve the

injunction, and release the lumber so that he could go to shipping, I told him I would take three hundred dollars, and count it as a credit on the note I held against Howard. He told me he would do so, if I would give him a little time, and he gave me a check for \$50.00 and gave me a note for two hundred and fifty dollars one day after date. And in a short time, week or something like that, they contracted the land to John Fee, and I paid Lon Baylor back his fifty dollars and his note.

Q.-- Your injunction suit was in existence at the time the Howards sold to Fee, was it not?

The foregoing question is objected to because the injunction papers are the best evidence.

C.T. Duncan.

A.-- It was.

Q.-- State if you know what was the condition and understanding of the trade between Howards and Fee, or Fee's agent.

A.-- That question is objected to because said trade was necessarily in writing and the writing is the best evidence

C.T. Duncan.

A.-- I ^{know} nothing about the condition of their trade, except the deed I made them and the consideration I mention in it was \$1600.00,

Q.-- State why it was, you made the deed to John Fee instead of the Howards.

A.-- The Howards directed me to do so.

Q.-- How much was due and owing to you on the land at the time of the making of the deed by you to John Fee.

A.-- I can't tell exactly, it was something over \$900.00

Q.-- To refresh your memory I will ask you if there was not paid to you on that date the sum of \$976.00 which included the principal and interest of the note and probably a little cost on the injunction suit? In other words did they not pay to you on that day \$1600.00 which included the note and the other little debt due you which you speak of above.

A.-- They paid me something near one thousand dollars in all.
it was not all, however, on the land debt. The land debt amounted
to about nine hundred and fifty dollars.

Q.-- Who paid you the money on the note? and what did you do
with the note?

A.-- E. W. Osbourn. paid me the money, and I don't know who
I delivered the note to, it was then in the bank.

cross examination by C. F. Duncan.

Q.)) You state Mr. Weston that you executed a title bond for this
land, do you know where that title bond now is.

A.-- I do not.

Q.-- Was it delivered to you when you made the deed.

A.-- It was not, they said it was lost.

Q.-- Are you certain to whom said title bond was executed, and if
so please state it.

A.-- I know it was executed to James and Benj. Howard, but am not
positive whether Nancy Howard name was in it or not.
I don't believe that it was.

Q.-- Are you well acquainted with that tract of land?

A. Yes sir.

Q.--What is its reasonably fair market value at this time?

A.-- The way ^{is} that land, it is not over one thousand dollars.

Q.-- Do you know to whom Mr. Fee paid the residue of \$1600
which he contracted to pay for said land.

A.-- I do not.

Q.-- At the time you made the deed to Mr. Fee were the Howards pres-
ent?

A, They were.

Q. Do you remember that they stated at that time that the whole
of the purchase price had been paid.

A/ It was not stated in my presence.

Q. Did not the deed recite that the whole of the \$1600 was paid.

A. It did.

Q. Did the Howards raise any objection to you executing a deed which recited that the whole of the \$1600 had been paid.

A.-- They did not make any objection.

Further this deponent saith not.

Adjourned to meet again to-morrow at the same time and place.

Met pursuant to adjournment.

G. W. Osbourn another witness of lawful age, being duly sworn deposes and says:

Q.-- Are you acquainted with John Fee and Benj. and James Howard?

A.-- I am.

Q.-- What relation are you to John Fee?

A.-- I am his son in law.

Q.-- State what you may know in regard to a land deal between said Howard and Fee for the tract of land purchased from said Howards by W. P. Weston.

A.-- Objected to because any contract or sale of land should be in writing, and such writing is the best evidence.

Geo. P. Cridlin.

A.-- Benj. Howard came to my house one day and told me that he wanted me to sell his land for him, that I was running around a right smart, and that Weston had brought a suit against him, and the last payment was running close. He tried to raise the money and could not. That for me to sell the land for \$1600.00 and pay Weston off the purchase money. I sent one of my sons to John Fee, and the old man Fee sent two of his sons across to look at the land, ^{he} ~~they~~ agreed to take it at the price. the next ^{Fee and his sons} week following the old man ^{came over} and brought a check for \$1600 over and gave it to me, I took it to the bank and got it cashed lacking \$950.00 for which the bank gave me a check, I took the check and paid it to Weston, ~~and paid him the money~~ ^{Benj.} Howard and and his wife went over to Weston's with us, and told Weston to

make the deed to John Fee for the land.

Q.-- Was it the contract between you and the Howards and between you and Fee that the balance of the purchase money due to Weston should be paid out of the purchase money to Fee and that the deed was to ^{to} be made Fee.

Objected to because leading.

Geo. P. Cridlin.

A.-- Yes, the money that I got from Fee was to be paid direct to Weston, to the amount of the purchase money that was due to Weston.

Q.-- State what Weston did with the purchase money note.

A.-- We came here to the bank and got the note which was in the bank, that is Mr. Weston and I came, Mr. Weston turned the note over to me, and I turned the note over to Mr. Goins after this suit was brought.

Q.-- Did you pay to said Weston the face value of that note with its interest? as the agent of John Fee, as you were directed?

A -- Yes sir.

Q.-- I here hand you a note for \$850.00 executed by Benj. Howard and James Howard to John Fee, payable two years from date, I will ask you if this is the note, you paid off to said Weston as a balance due on the purchase price of said land and which he turned over to you, and if so, state the date you paid said note to said Weston. If this is the note, please file same with your deposition marked "Note".

A.-- I can not read or write, but this look to me like the paper and I file the same as requested. And the date of the payment of this note by me to W. P. Weston is the same as the date of the deed from said Weston to John Fee which is the 7th day of July, 1904.

A.-- Cross-examination.

Q.-- In answer to a question ask you by Mr. Goins you say that Benj. Howard asked you to sell his land for him for the sum of \$1600. and to pay Weston the purchase money. Now if this be true then in selling said land and in paying said purchase money note

to Weston you acted as the agent of Benj. Howard, did you not?

A.-- I did business for may be three, Weston, John Fee and the Howards, it was an agreement with all three of them.

Q.-- Re-direct examination.

Q.-- Was it not the understanding and agreement between you and John Fee before he would agree to buy the land that he was to pay off the vendor's lien to Weston out of the purchase price? before he would agree to take the land?

A.-- Yes sir.

And further this deponent saith not.

Signaturee waived.

Witness claim/attendance of two days.

Witness for Fee.

\$1.00

*L. C. Bales - witness not
introduced Claims 2 days \$16.00 \$1.14*

The foregoing depositions of James Howard, Benjamin Howard, W. P. Weston & G. W. Osburn were taken before me at the time and place and for the purposes in the caption mentioned. Sub 17" 1905.

James W. Orr. Commr.

The deposition of L. H. Baylor taken before me James W. Orr
Commissioner in Chancer for the Circuit Court of Lee County, at my
office in Jonesville Virginia on the 8th day of September, 1905 ,
To be read as evidence in behalf of the plaintiff in the Chancey
cause entitled H. C. T. Richmond, Trustee, vs. James Howard, et al.

C. T. Duncan & L. T. Hyatt

PRESENT: Counsel for Plff.

A. M. Goins counsel for Defendants.

The witness L. H. Baylor being duly sworn deposes and says:

Q. 1. State your age, residence and occupation?

A. Boon's Path Virginia, Merchandise. 28.

Q. Are you acquainted with James and Benjamin Howard?

Are these parties indebted to you in any sum, if so/ please
state how much?

A. I am. They are indebted to me in the sum of \$1272.29
\$25.00 of this sum is evidenced by note and became due on the
22nd day of April, 1903, the residue became due ~~August 6th, 1904.~~
September 24th, 1904.

Q. Please state how and for what this indebtedness was contracted?

A. ~~Contracted~~ This indebtedness was contracted in a logging and lum-
ber transaction between my self and said Howards.

Q. Please state what the contract was between you and the said
Howards, and was said contract or any part of it in writing?

A. I bought the boundary of timber from ~~Howard~~ James and Benjamin
Howard, and was to advance them \$300.00 so they could get in shape
to do the logging. They were to cut the timber deliver it to
the mill ready for sawing, J. F. Key's mill, and then they were
to haul the lumber from the mill to the Hagan, depot on the L. &
N. R.R. And then to load it into cars ready for shipment.

I was to inspect by a T. E. Hatcher a lumber inspector whose

inspection was to be final. I was to pay him in accordance with the grades as ascertained by the inspector. The timber was composed of poplar, oak and chestnut, but I do not remember at this time, the price to be paid for the difference grades of each kind of said lumber. I have the notation for the invoice of it at home and can file the same with the commissioner if desired. And the Howards failed to comply with their contract, so I was compelled to put my own teams and other teams to work in order finish up said contract, and charging Mr. Howard up with the cutting and logging of the timber and hauling lumber/ *done by me* left him indebted to me after I had paid the saw bill for him the sum above mentioned. A part of this contract was in writing, which I have at home but forgot to bring it this morning, and will send it to the commissioner and file it as a part of my deposition, marked, "Contract".

The foregoing question and any answer thereto in so far as they attempt to set forth what is contained in the written contract is objected to because the contract is the best evidence of its contents, and is called for here and now before cross examination of this witness.

A . M. Goins

Q. Please state the total amount of Mr. Howard's account to you out side of the three hundred dollars mentioned in said written contract?

A. \$ _____

Q/ Is the lumber and timber above mentioned by you the timber which came from the tract of land which came from the Arch Fulkerson *and* Or Weston land?

A. It is.

Q. About what per cent of the timber on said land was cut and logged by said Howards before they refused to further carry out their contract?

A. About 20 per cent. would be my guess.

Q. Is it not a fact that said Howards about the time they quit working at said lumber pulled up from this Country and went to *Kentucky*?

Objected to because leading and suggestive of the answer.

A. M. Goins.

A. They did.

Q. Said Howards in their answer claimed that you were to employ a mill to go upon said land within six week from the making of the contract, please state if this was a fact, and if not when were you to have a mill there?

A. Objected to because the written contract is the best evidence of this fact. A. M. Goins.

A. I was to put a mill in there as early as possible. and did do so.

Q. Is it not a fact that even after the mill was put there that it was delayed considerably in its work on account of the Howard not keeping logs there for it to saw?

Objected to because leading and suggestive for the answer desired. A. M. Goins.

A. The mill was standing idle quite a good deal on account of not having logs. Mr. Key also threatened to move his mill out if they did not furnish him with logs.

Q. The defendants in their answer also claim that you were to employ the mill to saw the logs at \$3.00 per thousand feet, pay for the sawing and deduct same from the price of the lumber, please state if you have done this in your accounts.

A. I did deduct the \$3.00 per thousand for the saw bill and the same is charged up to Howard on the books.

Q. Do you mean to say you paid Keys the saw bill charged it to Howards on the books and gave them credit for the full price of the lumber?

A. Yes sir.

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CROSS-EXAMINATION BY A. M. GOINS.

Q. 1 Is the book of account between you and the Howards kept by you or by another?

A. Mr. R. H. Ledford is the bookkeeper for me.

Q. 2 When you speak of the Howards being indebted to you the sum \$1272.29 do you speak of it of your own knowledge or simply from what the book says.

A. It is from my own knowledge and the books also. I would look over the lumber account and then turn them in to the bookkeeper and he would enter them up.

Q/ What do you mean by the lumber account?

A. The lumber account was the amount of lumber you got from him.

Q. That lumber account ^{with} them did not include any purchases made by Howard did it?

A. Yes sir, it includes supplies which I furnished him and also charges for hauling lumber &c.

Q. Was the purchases made by the Howards at your store made in person or by orders, or both?

A. It was made by both, mostly by person.

Q. Who was the manager of this lumber business between you and the Howards?

A. James Howard look after their interest of it there until he left, and after they left there I look after it partly and also a man by the name of Hood who look after it partly.

Q. Did James Howard look after the business any after the mill was moved there?

A. Yes sir.

Q. How long were the Howards there after your mill was moved there?

A. Their families were there all the time, but they were in Harlan most of the time, Ben and James Howard.

Q. Had not Ben and James left and gone to Harlan before any lumber was manufactured by you?

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A. No sir, they lived there while we were manufacturing lumber.

Q. How long was it from the date of your contract with the Howards until you had a mill moved on the yard ready for sawing?

A. I do not remember how long it was it was not a very great while from six ~~or~~ ^{to} seven months from the time I first gave them the contract.

Q. Did not your contract with them bind you to have the mill on the yard ready for sawing within six weeks time?

A. No sir, I don't think that it does, from the best of my recollection now.

Q. When you answer in that way, do you have reference to the written contract or the oral contract that you speak of?

A. To the oral contract.

Q. After the Howards entered into the contract with you did they not immediately go to work cutting timber into logs and putting them into the saw yard until they had 500 or more logs upon the yard, and did they not frequently make demands of you to bring in the mill so they could begin to get something out of the lumber?

A. They went to work shortly after the contract was made put in some few logs do not know how many exactly and they never made any complaint as to the mill only made enquiry ever once and a while as to when the mill was coming. I told them I would get it for them just as soon as possible. The logs that they had on the yard would not have run the mill more than thirty days, as they were too small.

Q. Did they not cut timber saw logs, and haul logs to the mill during the whole of the Winter after your contracts was made before the mill was brought there and did they not continue to work cut timber saw and deliver logs as long as they could get advancements from you in your store to pay their hands and run their business.

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A. They cut logs there during the Winter but only very few, and hauled some few to the mill. I always furnished them plenty of supplies while they were at work. Sometimes Mr. Howard would send in some orders for indebtedness not made by lumber hauling which I would turn down because he was already indebted about as much as I wanted them to be. I even furnished their families some supplies while they were in Harlan.

Q. Did not the Howards tell you that they were forced to abandon the work by reason of your non-compliance with the contract in not placing the mill on the yard and refusing to make advancements to them necessary to carry on the work?

A. They did not until after nearly all the lumber was taken out and tried to get settlement out of the Howards then he began to kick, and said the mill was not on the yard by the time it was set to be there.

Q. Had Howards quit the work at that time?

A. Yes sir they had.

Q. And turned it over to you and you had taken charge of it

A. Howard at that time was living in Ky.

Q. At or about that time, did you have a settlement with the Howards?

A. I tried to get the Howards down there to make the settlement, but I could never get them there, so I got up all that was due him made off the account and sent him a statement of the same.

Q. How much was due at that time from Howards to you?

A. \$1272.29.

Q. Did you have a settlement with the Howards in the presence of Brit Howard? in which you stated at that time that they were due you six hundred and forty odd dollars?

A. If I had a ^{settlement} statement of that kind I do not remember it. Sometimes Mr. Howard would come down for supplies and I would have some ~~cash~~ credits that were due him which I would enter on his account. at those times the work was still going on and he was getting supplies and also the expense of the work being charged up to him.

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Q. Did you ever have more than one written contract with the Howards

A. I did not.

Q. Did you and C. C. Bailes not go to Kentucky and enter into a contract with the Howards?

A. We went over there for the purpose of getting a contract but we could not find any one except Jim Howard, and therefore we did not get a contract.

Q. At that or any other time did you have any other contract with the Howards than that referred in your deposition in chief either written or oral?

A. If we did I disremember it.

Q. Did you not have a contract with the Howards whereby you was to take all the timber on the land owned by them, merchantable timber, logs on the yard and in the woods and agree to square their account for the same, and under that contract did you not go to work and take such of the timber as you desired?

A. The foregoing question is objected to because it fails to indicate any time when such a contract as that contemplated by the question was or could have been made. C. T. Duncan.

A. ^{did} I do not.

Q. Did you ever have a contract with John Fee where by you ^{re} lease to him all that timber on that land reserving to yourself the lumber upon the yard?

A. The foregoing question and any answer thereto is objected to because irrelevant and immaterial there ^{being} no consideration shown or implied in the question to support such a contract if one had been made. C. T. Duncan.

A. I think at one time I gave Mr. Fee a statement showing that I was done with all with the exception of the lumber at that place.

Q. If you had no title from the Howards for the timber on the land, why was it that you thought it necessary to release to Fee the title to the timber?

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A. I did not think it necessary to release the timber for I had no claim on the timber. The contract only saying that the lumber was all that I had there at that time.

Q. Do you mean to say that you did not give him a release to the timber on the land?

This question is objected to unless it states what kind of a release is being
ed
talk about and it is in writing and shown to the witness. C.T. DUNCAN.

A. If I gave him any release on the timber I don't remember it.

Q. I will ask you if you and Bales did not go over there and get a deed from the Howards for the timber on the tract of land aforesaid?

A. I don't think I got a deed but I got a writing signed by Jim Howard.

Q. Did not Jim Howard or some one there present sign Ben Howard name to that writing?

I think that Jim Howard signed Ben Howard and wife's name to it. but I am not positive about it.

Q/ What was the nature and purport of that writing?

A. Objected to because if in writing with names signed to it the writing is the best evidence of what is contained therein. C. T. Duncan.

Said writing can not be produced by us because in the custody of the witness and the plaintiff in this case.

A. M. Goins.

In reply to the above counsel states that there had been no intimation in any question asked that said paper was in the possession of the witness or the plaintiff and if it was my friend Goins is good enough lawyer to know how to get it and he is inquisitive enough to ask for it.

C. T. Duncan.

A. I do not remember.

Q. Do you say that you as a business man would take a lawyer with

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you and go into another State and make a written contract with a man with whom you were having extensive business and then not be able to tell what the object or purpoert of that writing contained.

A. No, I do not know what there was in it as I thought it worthless and paid no attention to it.

Q. What was the contents of it even if it was worthless or considered worthless by you?

This question is objected to because the witness has already told the questioner that he does not remember the purport of said writing and if he does not remember the purport it is unreasonable to suppose he remember the contents.

Q. I could not state, because I do not remember one thing about it.

Q. How is it that you remember that it was worthless and still can not remember the purport.

A. Because Mr. Bales the attorney that I had with me said it was worthless.

Q. Would you prefer to risk the recollection of Mr. Bales as to the contents and purport of that writing in preference to your own recollection?

A. Yes for I don't remember anything at all that was in it.

Q. Was there any reason why your recollection was at fault on that occasion?

A. There was none I suppose.

Q. Have you had control of the sawing and shipping of this lumber purchased by Howards?

A. I have had others to attend to it for me I did not try to attend to it myself.

Q. Was this lumber handled and managed in the ordinary way of the management by you of your other business matters?

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- A. Yes sir about the same way.
- A. Then did you handle it to an advantage or disadvantage to the owner?
- A. I handled to an advantage to the owner, because if I had not gone in there and taken charge of it they would have been owing me a good deal more than they are.
- Q. How far was this timber from the log yard.
- A. One half mile on the average.
- Q. What did you pay per day for teams to do the logging.
- A. Some of them I paid \$2.50, some \$3.00 and \$1.50 per thousand for the lumber being hauled from the mill to the railroad station.
- Q. How many logs per day ought a team to have hauled from where these logs were in the woods to the mill yard?
- A. Some days they would haul two or three loads and others they would make six or seven, it was owing to the shape they were in.
- Q. What condition was there existing that would reduce the number of loads to as low as two?
- A. In making roads in order to get to the logs.
- Q. Then you would employ a wagon and team at \$3.00 per day to make road with would you.
- A. I would not. Because the foreman that was with the team would note the time they were making roads, for which I would pay them ten cents per hour.
- Q. Do you not know it to be a fact that a number of the men you worked for you in hauling this timber killed time and on numerous days only hauled two logs a day to the mill?
- A. I do not.
- Q. In hauling the lumber from the mill to the railroad station did you keep the lumber sawed from the Howard timber separate and apart from other timber or other lumber owned by you?
- A. I did, and was very careful to keep it separate.
- Q. At the time you were delivering the Howard lumber on the yard at Hagan, were you handling lumber delivered on the same yard

from other points?K

A. I was. I was very careful to keep it separate and also were the hands who hauled the lumber. from the fact that ^{they} were to receive their pay when the lumber was taken up by the inspector.

Q. How did you pay the Howards for this lumber on measurment at Hagan before shipment or on returns from the parties to whom you sold it?

A. The inspection from which Howards received their pay was by the inspection of my inspector at Hagan. which inspection was to be final both to me and to the Howards.

Q. Was it according to the terms of the written contract between you and the Howards that the inspection of your inspector was to be final?

A. It was by oral contract.

Q. Have you got the inspection of the parties to whom you sold this lumber?

A. Yes sir, I have.

Q. x Will you file^d the same before this commissioner?

A. Yes sir.

Q. How many feet of lumber ties, and everything did you get from the Howard^d off the lands known as the A. Fulkerson lands.

A. I did not get any ties at all. Could not say just how many feet of lumber without going over inspector's bill which I have not with me.

Q. How much were ^{you} to pay per thousand for poplar, first and second?

A. I do not remember the price of any of the trades at this time but I have a notation of same at home.

A. Does not your books brought forward and presented before this commissioner give the number of feet of first and second of poplar, and the price you were to pay for the same show?

A. The book only ~~show~~ the total amount of the car and the invoices shows the price per thousand for each grade.

Q. In shiping this lumber did you ever ship other lumber in the same cars with this lumber?

- A. Only one or two cars, then the inspector would make out separate statements for the amount of lumber for which Howard was to receive credit for.
- Q. Who was the sawyer who sawed this timber.
- James F. Key.
- A. What did you pay him per thousand for sawing?
- A. \$3.00 per thousand.
- Q. Did you keep an account with Mr. Key.
- A. Yes sir.
- Q. How many dollars did you pay him for sawing?
- A. I don't remember without going to the books.
- Q. Does your books show how many dollars you credited the Howards with for this lumber?
- A. It does.
- Q. Will you make out and file before this commissioner the total number of feet of lumber sawed by Mr. Keys for you, and also make and file before said commissioner a list showing the number of feet of different grades of lumber and the price paid for each you have received from Howards?
- A. I will.
- Q. I here hand you a paper marked Exhibit "A", dated August 29th, 1904 which I ask you to examine and say whether or not you wrote said instrument and whether or not the same is signed by you and if so, I ask you to file the same with your deposition.
- A. ~~I think I have~~ I did, and here file same with my depositions. marked Exhibit "A".
- Adjourned until, September 14th, 1905.

Met Pursuant to adjournment at the law office of James W. Orr
on the 14th day of September, 1908.

Q. I called on you when you were on the stand before to make and file before the commissioner a list showing the total number of feet of lumber sawed by J. F. Key out of the Howard timber for you; also to make out and file before said commissioner a list showing the number of feet of lumber of the different grades you received from the Howard timber and the price you contracted to pay for each grade so received. Have you these lists prepared and will you file same now?

A. I have said list prepared and now file same as part of this my deposition the first of which I mark exhibit "B" and the second I mark exhibit "C".

Q. Are these lists in exact conformity with your books of accounts kept of your dealings with the Howards, and have you compared same?

A. They are and I have compared same.

Q. In your deposition in chief, you say a part of your contract with the Howards was in writing, and that you will file same with your depositions have you that contract with you at this time, and will you file the same now as a part of this your depositions, marking the same, "Contract No. 1?"

A. I have said contract, and here file same, marked as requested.

Q. In your Cross Examination in this case on the former day I asked you in regard to the contents of the writing drawn up by C. C. Bales between you and the Howards. Have you had occasion to refresh your memory in regard to the contents of that writing, and if you so will you now tell me the substance of its contents?

A. I know nothing more than I have already told.

Q. Have you seen, or had occasion to talk with C. C. Bales in regard to its contents or purport of said writing?

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A. I have seen Mr. Bales but did not think of asking him in regard to it.

Q. You say in your deposition in chief that the Howards are indebted to you in the sum of \$1272.29. In your bill in this case you say you are entitled to and ought to recover at least the sum of \$875.00 with interest from Aug. 1st, 1904. Why this discrepancy?

A. It is on account of after itemizing the account we found that there had been some mistake in regardance to each party. I had failed to give the Howards credit to some cars of lumber to which they were entitled and had also failed to charged them with some items that I should have charged them with.

The foregoing question is objected to because misleading the bill in this case shows on its face that at the time of the institution of this suit witness book show^{ed} the defendants to be indebted to him in the sum of \$1439.57, but also admitted that there was a lot of lumber which had not then been inspected, measured and shipped, which would reduce the amount due to something like \$875.00. The bill shows that the balance after giving credit for this lumber would be \$875.00 at the least

L. T. Hyatt for Plff.

Q. At the time you brought this suit how many car loads of lumber were there that you had failed to give the Howards credit for, and what were the value of said car loads of lumber?

A. At that time Howards had credit for all cars that had been shipped, but there still remained some lumber on hands to be shipped for which Howards were to receive credit for.

Q. Then I understand you to mean that the car loads of lumber that you had not given them credit for was the lumber that was on the depot yard at Hagan at the time of the institution of this suit, is this correct?

A. There was very little on the yard at Hagan at that time.

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most of it being on the mill yard, but already manufactured into lumber, nothing was manufactured into lumber after the institution of this suit/

Q. Is the whole of your account of the partnership transaction with you, or is a portion of it the individual accounts of the Howards?

A. There was no other account except that one.

Q. Will you give the date as shown by your books of the last item purchased from you in your store by the Howards, in the way of supplies by way of carrying out this lumber contract?

A. January 11th, 1904.

Q. At or about that time, had the Howards suspended work on the timber

A. They had but I let them have some stuff thinking they would pay for it.

Q. How much were the Howards owing you at the time they quit the work, and you took charge of the same.

A. \$703.29

Q. What was the total gross proceeds that you received for the Howard lumber?

\$1729.57

Q. Then you exhausted the proceed of \$1729.57 worth of lumber in paying a debt of \$703.29 and yet brought the Howards out still further indebted to you, to-wit, \$1272.29. Do you consider this a judicious and business way of managing business, and do you think it just a management as was to the advantage of the Howards as you stated above in your examination.

This question is objected to because argumentative, misleading and immaterial, if Witness carried out the contract it is immaterial whether he did it at a loss to the Howards or not, they can not complain of their failure to do the work themselves.

L. T. Hyatt for Plff.

A. I do as I was fulfilling the contract.

Q. Then you were fulfilling the contract at your advantage, and to the Howard's disadvantage?

A. I think I was doing it ^{to} both of our advantages.

Q. In what particular was it an advantage to the Howards, when your management of the business was bring them out still further in your debt?

A. I thought that the lumber would pay all the expense that we had been to, but after it was graded up it seem to be rather poor grade that is most of it?

Q. I here hand you a paper marked, contract "No. 2" which sets out prices for certain grades of lumber, are these the prices that you were to pay for the different grades of lumber you purchased from the Howards and have you in your statement given them said prices for said several grades, and I ask you to file this contract as a part of your deposition.

A. Said paper does not contain the prices that I was to pay them for said several grades of lumber and I here file said paper as requested, but the prices that I was to pay them for said several grades was as follows:

1 & 2 4/4 poplar.....	\$25.00
Com. " "	18.00
Cull, " "	9.00
Mill Cull. "	6.00
4/4 chestnut 1 & 2///.....	22.50
Com.	15.00
Cull.....	10.00
Thick white oak 2" to 2 1/4 "	\$22.00
Com.	11.00
1 & 2 4/4 oak	19.50
Com.	10.00
Cull	7.50

Q. Was there any lumber left on the yard not shipped by you of any grade?

A. Nothing except some worthless stuff.

Q. Did you not sell some lumber manufactured from this timber to different parties in the community not included in your statement filed above?

A. There is nothing there, but I sold what stuff that was left on the yard there that was cut at another mill to Jacob Crouse. I do not think that any of the Howard stuff was in this lot, if so, there was not more than two hundred or three hundred feet, which by itself would have been worthless.

RE-DIRECT EXAMINATION BY L . T. HYATT.

A. L On last Friday you stated that as shown by your books the defendants were indebted to you in a sum of \$1272.29. On the same day I asked you to make off from your books an itemized statement of the account of the defendants, if you have made off said statement I will now ask you to file the same with your deposition marked "Account".

A. I have and now file same as requested marked "Account".

Q. I notice by this exhibit ^{that} the balance due you is \$946.70, is this the correct amount or is your former statement correct, and explain the difference.

A. The present statement is the one that is correct. The difference in the accounts occurred by us failing to give Howard credit for the last lumber shipped on May 11th, 1905.

Q. I will ask you to state if you have not in this statement charged Howard \$3.25 for sawing part of the lumber, and if so, how much deduction ought to be made on this account?

A. According to the first contract we were only to pay \$3.00 for saw bill, sawyers kicked on price and we had to advance to \$3.25, and we have charged up Howards with the same, but we make reduction in the account \$77.58, which makes the ~~xxxxxx~~ the saw bill only \$3.00

Q. Then the amount due you on account by said Howards is really only \$869.12, is it not?

A. That is correct, in addition to this I have note of \$25.00, dated April 21st, 1903, executed by James Howard to Ben Hensley, and I file the same marked "Note" .

That part of the foregoing answer that refers to a note is objected to as irrelevant and immaterial, because the plaintiff sues upon an account and not upon a note. and because the note exhibited is a note payable to Ben Hensley and the same has never been assigned by him to the plaintiff, and further because the same is not the note of James Howard.

for
A. M. Goins, Deft.

Q. You stated in your examination in chief that the prices which you were to pay Howards for lumber had been noted by you on contracts you had with other people, I will ask you to file with your deposition the letters on which these notations were made.

A. I file the same as requested, one a copy of a letter from me to the Adler Lumber Company, and the other a letter from said company to me, dated Aug. 5th, 1902. These exhibits are each marked "Notations of Prices".

Q. Have you the measurements and inspections of all this Howard lumber made by T. E. Hatcher, showing amounts quantities, prices &c. and if so, I will ask you to file the same with your deposition marked "Inspection of T. E. Hatcher".

A. I have and will file same, marked as requested.

Q. These inspections correspondent do they not with the credits given Howards on their account, and also with the statement filed by you marked "Exhibit C".

A. Yes they all correspond.

Q. I will ask you to state if you know how much of the lumber sawed by J. F. Keys at the Howard set was sawed from timber other than the Howard timber.

A. Yes, there was 47150 feet other than the Howard timber sawed at the same place.

Q. I will ask you to give the date of the original contract made with you by Keys & Glass or Glass for sawing the Howard timber.

A. 14th day of August, 1903.

Q. Did they begin to saw soon after the date of this contract?

A. Yes, they began to saw immediately.

Q. At the time of the institution of this suit had James & Benj. Howard removed from this state and were they at that time residence of an other state?

A. Yes they had then moved to Kentucky

And further this deponent saith not.

Lon H. Baylor
being duly sworn

R. H. Laddford, another witness of lawful age deposes and says:

Q. State your residence and occupation,

A. Bgon's Path, Occupation Bookkeeper.

Q. How long have you been bookkeeper for L. H. Baylor,

A. From February 1902, until August 1904. for Mr. Baylor and since then for Mr. H. C. T. Richmond, Assignee.

Q. Have you made from the books of L. H. Baylor and H. C. T. Richmond ~~XXXXXX~~ and itemized statement of the account of Howards the defendants, and if so I will ask you to state if this statement is accurate, and if you have compared it with said books and lumber measurments and inspections?

A. I have, and this is a copy as shown by the books. and the total of these accounts are the same.

CROSS-EXAMINATION BY A. M. GOINS.

Q. Do the books from which you copies the account aforesaid shwo the same figures that they did when you were here on last Friday, and heard Lon H. Baylor give his depositions in which he clames that the Howards were indebted to him \$1272.29?

A. They do except four corrections amounting to \$12.57, and two credits for lumber, one for \$294.38, and one \$15.78

Q. According to your answer, your books as they stood on last Friday lacked \$310.16 of giving the Howards credit for what they should have had, and \$12.57 of charging them with what they should have been charged with, is this correct and how, did this come about?

A. The first two corrections were charged but not extended, the last two were over credits for lumber. This is on the charges. The two credits for lumber were the failure of the inspector to render statement.

Q. As we have discovered since last Friday an error of \$310.16 by reason of inspector to properly account for lumber due the Howards, might there not be other and similar errors caused by his failure operating against the Howards?

A/ I think not, and the last credit given Howard shows about the correct number of feet that sawed by Key of his stock.

Q. If Mr. Key says that he sawed 346595 feet of lumber from timber belonging to the Howards, then is the foregoing statement made by you correct.

This question is objected to because argumentative, it is facts we are after and not supposition.

L. T. Hyatt for Plff.

A. The 346595^{ft} sawed by Key I think includes 57150 feet of stock bought of M. O. Combs, which would leave 289445 feet of Howard stock. The books show James Howard has been credited for 301922 which is some 12000 feet in excess of what Mr. Key claims to have sawed.

Q. According to the statement filed by you do you not give Keys credit for sawing 301922 feet. If he did not saw this amount then your books are incorrect as to the statement of your account with Keys, are they not?

A. Mr. Key is credited 366815 feet, which includes 57150 feet of stock bought of M. O. Combs.

Q. I repeat my question, and ask you if you do not give Keys credit for sawing ~~xxx~~ 301922^{ft} of the Howard timber

A. The books show Key credited with 309665 feet of lumber sawed other than Comb's stock.

Q. If Baylor received from Howards 30922 feet of lumber, and Keys sawed all of said lumber and Keys in not given credit on your books for sawing that amount of lumber, then is your books correct?

A. Mr. Key has been given credit for this much of stock sawed.

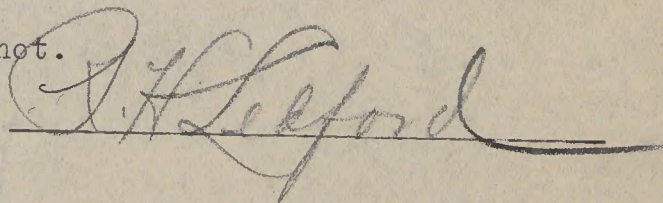
And further

Re-direct Examination by E. T. Hyatt,

Q. Is it not a fact, that when Mr. J. F. Keys finished sawing at the Howard yard that he brought his books down to the store for settlement and that his books showed that he has sawed in all 346599 feet while your showed that he had sawed more than 366000 feet, and did he not then claim that he had failed to enter the difference of about 20,000 feet on his books and ~~he~~ was he not willing and anxious to settle by your books instead of his own?

A. It is a fact.

And further this deponent saith not.

A handwritten signature in dark ink, appearing to read "J. H. Leiford", is written over a horizontal line. The signature is cursive and somewhat stylized.

Met pursuant to adjournment, September 15th, 1905.

The Witness T. E. Hatcher, being duly sworn deposes and says:-

Q. State your age, residence and occupation?

A. 29 years of age, reside at Boon's Path, Lee County, Va. Lumber inspector and salesman for H. C. T. Richmond, Trustee.

Q Did you measure and inspect and grade the lumber purchased by L. H. Baylor from James and Benj. Howard?

A. I did.

Q. I hand you a number of statements filed on yesterday with the deposition of L. H. Baylor, marked Inspection of T. E. Hatcher, are these your measurements of said lumber?

A. They are.

Q. Objected to unless shown to be original entries as kept by the inspector.

A. M. Goins for Deft.

Q. Are the statements just handed you in your own hand writing if not, whose are they in?

A. They are in my hand writing.

Q. Are these papers the original as rendered by you, or copies?

A. They are the original.

Q. How, or from what data did you make them up?

A. These are made from the inspection and grading which I made in which was included the length, width and grade of the board which was put down on my tally, and these statements rendered are the totals of each grade thus made.

Q. The foregoing question and answer is objected to for the reason above stated, because said statements are the sum totals copied from the book of original entries and are secondary evidence of what they contain. The defendants call for and insist upon the original entries kept by the inspectors at the time of the inspection.

A. M. Goins.

Q. To whom were these statements filed on yesterday with the deposition

A. I rendered ^{to} them to L. H. Baylor or rather his bookkeeper so that the same should be charged to the people to whom Mr. Baylor was selling his lumber and shipping it and also so that the same could be credited to the Howards.

Q. State whether or not you called the attention of the Howards to the fact that you had rendered these statements and asked them to look over them to see if they were satisfactory and correct?

Q. State whether or not James and Benj. Howard, or either of them was present when these inspection or any of them were made?

Q. You may now state whether these inspections made by you were satisfactory to Howard?

Q. These inspections that I understand you were made both on the purchase of the timber from the Howards and the sale of it to the parties to whom Mr. Baylor sold the same.

Q. How much experience have you had as a lumber inspector and grader.

Q. During that eight years state whether or not that has been your principal business?

Q. Was this inspection made by you between Baylor and the Howards and between Baylor and the person or persons to whom he sold honest, correct and true?

Q. State whether or not there was ever any complaint made of your inspection and grading by the persons to whom Mr. Baylor sold and shipped said lumber.

A. There was twice, claiming that I did not give them as good a grade as I ought to. In other words they said on two lots was too high as shown by the purchaser of Mr. Baylor.

Q. Where did you get the prices at which you gave the Howards credit for this lumber? In other words the prices at which you figured the lumber on these various statements.

A. From the contract we had with Howard.

Q. I hand you the following papers filed with the deposition of Lon. H. Baylor on yesterday, a paper marked "Contract No. 2" and two papers marked respectively "Notation of prices No 1 & 2". are these the papers to which you refer in your last answer.

A. They are.

CROSS EXAMINATION BY A. M. GOINS.

Q. As an inspector of lumber what had you to do with the prices to the Howards?

A. In the first place I had to make a state^{ment} to the people we sold to, and one for Howards to get credit by on grade.

Q. Then if I understand you, you not only acted as inspector, graded the lumber and ascertained the number of feet but you also acted as clerk for Mr. Baylor and made the calculations and ascertained the price of the lumber, to which the Howards were entitled, is this correct?

This question is objected because the witness has already stated that the prices attached to the statements were taken from the contract, it is therefore the contract that fixes the price and not the witness.

C. T. Duncan. for Plff.

A. I referred to the contract and got the prices.

Q. As inspector of lumber what business was it of yours about the prices?

A. That is the inspector's business.

Q. Will you please show me a contract between Baylor and the Howards that fixes the prices?

A. I here show you contract No. 2 filed with the depositions of L. H. Baylor.

Q. Is this the contract at which you figured the prices of the lumber you inspected?

A. Part of it is from this contract/ and part from Notations Nos. 1 & 2.

Q. Will you tell me why you as an inspector of lumber had anything at all to do with the prices of the lumber?

A. ~~In the first place~~ It was necessary that I know the prices before I could render a statement to Mr. Baylor.

Q. Will you tell me why it was necessary that you should know the price before you rendered to Mr. Baylor the number of feet that you measured and the grade of the lumber thus measured?

A. My business was to render statement to him in dollars and cents and also to the people he sold to.

Q. What was the name of the Company that purchased this lumber.

A. Adler Lumber Company and Richmond Lumber Co., Nicola, Stone and Myers Co. and the Carter Lumber Co.

Q. Is it not a fact that you are a lumber Agent?

~~A.~~ and is it not a fact that you represented the first of the above companies as agent at the time you inspected this lumber?

A. No sir, I was not. It was a mutual agreement that they were to take my inspection of the lumber.

Q. Who paid your services as inspector.

A. L. H. Baylor.

Q. Did he charge those services up to the companies to which he sold the lumber?

A. No sir.

Q. You say that James Howard was present during your inspection, how many inspections did you make?

A. I could not tell how many there were.

Q. Does not your book of original entres show the dates upon which you inspected and the amounts and grades of each inspection?

A. Yes sir.

Q. Will you please answer then, the foregoing question from your books?

A. I can not answer from the books as I have no books with me, but answering from statements above filed there were twenty-nine inspections.

Q. At how many of said twenty-nine inspections was James Howard or Benj. Howard present.

A. I do not remember.

Q. Is it not a fact, that during the whole of the time that said lumber was being inspected that James and Benj. Howard were residence of the State of Kentucky and had nothing to do whatever and knew nothing what ever of the inspection of said lumber?

A. They lived in Virginia when they begun shipping, and they knew that the lumber was being cut and shipped.

Q. How long did they remain in Virginia after you began your inspection of said lumber?

A. I do not remember.

Q. Give me your best opinion?

A. About eight or nine months.

Q. Out of all the twenty-nine inspections can you give any single instance in which James or Benj. Howard was ^{present} present at the inspection

A. I can't give any date, he would only come there on the yard and stay a little while and go away, he never did come there and keep tally with me or anything like that.

Q. Is it not a fact, and do you not know it to be so, that James Howard is an illiterate man and can not read and write?

A/ Yes sir.

Q. Do you know whether or not the measurements or inspections made by you correspond with the book of accounts kept by L. H. Baylor?

A. They do.

Q. How long have they corresponded?

A. Since we begun shipping.

Q. Do you not know it to be a fact, that Mr. Baylor's book prior to last Friday lacked \$310/.16 of giving the Howards credit for as much as your books.

A. It wasn't on ~~the~~ book. The statements were rendered but the book-keeper had failed to enter it.

Q. From what source did you ascertain that Baylor had omitted two statements?

A. By referring to the invoices or statements.

Q. Do you have reference to the invoices or statements that you have filed?

A. I do.

Q. Might there not be some of these invoices or statements that have been lost and are not accounted for on Mr. Baylor's books.

A. No sir.

Q. Have you since last Friday compared these statements with your book of original entries of inspections, so that you can answer positively that all the lumber inspected by you is set forth and contained in the statements which you now have in your hands?

A. I have not.

Q. Have you made said comparison for the purpose of ascertaining this fact since you made your original inspection.

A. I have all except the last two shipments. My tally books has been misplaced and have been unable to find it, and I have not, therefore made as comparison as to the last two shipments.

Q/ Can you state positively that the statements that you hold in your hands is every statement that you have rendered and that none of them have been lost.

A. I can.

Q. Do those statements contain the lumber that was shipped to the various companies above or do they also contain that, and the lumber sold in the neighborhood?

A. Those statement contain local sales as well as shipments.

Q. Is there any lumber yet remaining that has not been inspected and shipped?

A. None at all.

Q. Do you not know it to be a fact that Lon. H/ Baylor made a contract with Benj. and James Howard whereby he purchased all of the merchatable timber off of the land known as the Weston land and agreed to square his account with them up to the date of that contract?

A. The contract filed with L. H. Baylor's deposition marled "Contract No. 1" which is signed by as witness of the same is all the contract I know anything about.

Q. Is it not a fact that after the Howards abandoned and quit the work under the contract to which you have just referred that Lon. H/ Baylor assumed controp and did all the work cutting, logging, manufacturing and shipping said lumber?

He did.

And further this deponant saith not.

J E Hatcher

Adjourned until Nov 16th 1905. at same place.

James W Orr, Court.

Nov 16th 1905. Met pursuant to adjournment and no further witnesses being introduced for plaintiffs, the defendants proceeded with their evidence, and I certify that the foregoing depositions of plaintiffs witnesses were taken, subscribed and sworn to before me at the times and place and for the purposes in the caption mentioned. Given under my hand this Nov 16th 1905.

James W Orr, Court.

1.

H. C. T. Richmond, Trustee &c.,Plaintiff.

vs. (In Chancery.)

James Howard and Benjamin Howard, and W.P.
Weston, *and John E. E.* Defendants.

State of Virginia, County, of Lee, to-wit:

This day L. T. Hyatt, attorney for H. C. T. Richmond, Trustee &c., plaintiff in the above styled cause, which is a bill in equity filed for the purpose of attaching the property and real estate of James Howard and Benjamin Howard, in the circuit court of Lee County, Virginia, and to recover from them the sum of \$1439.57, with interest thereon from the 1st day of August, 1904, and the costs of said suit, and \$1439.57 ~~xxxxxxx~~ damages for the breach of a contract, personally appeared before me, H. C. T. Ewing, County Clerk for Lee County, Virginia, and made oath that he verily believes that said plaintiff's claim is just and that he is entitled to recover from the said James Howard and Benjamin Howard at least the sum of Eight hundred and seventy-five dollars, with interest thereon from the 1st day of August, 1904; that he believes that the said plaintiff is entitled to and ought to recover at least the sum of eight hundred and seventy five dollars, in the said suit, damages for the breach of the contract alleged in said bill; that to the best of his belief the said James Howard and Benjamin Howard are not residents of this State and have estate within the said county of Lee, in which said suit is pending.

Given under my hand this the 30th day of August, 1904.

H. C. T. Ewing Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon E. C. Bales

undersigned Commissioner
to appear before the Judge of our circuit Court of the County of Lee
his office in Buicksville Va.
at the court house thereof, on the 27th day of November 1905, to show cause,

if any he can, why he should not be attached and fined for his contempt, in not
attending ~~our said~~ ^{before said Court of said} court on the 24th day of November 1905, as a witness

for H. B. V. Richmond, Trustee &c against James Howard et al

having been duly summoned, and not appearing when solemnly called. And have then there this writ.

WITNESS, James W. Orr, Commissioner, Clerk of our said court, the 24th
day of November 1905, in the 130th year of the Commonwealth.

James W. Orr, Comm.

A. L. Richmond Trustee

Rule vs.

C. C. Gates

useless

for failing to attend as a

us.

erectus

on

24th day of Nov 905

1

James Leonard et al.

To

Jan 27th

1905.

~~Court.~~

Executed By
Serving a true
copy Nov 24

B. M. Ball 1805
SFC

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

C. C. Bales

undersigned Commissioner *his office in Jamesville, Va.*
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house thereof, on the *24th*
day of *Nov* 190*5*, to testify and the truth to say in behalf of the *Plaintiff*

in a certain matter of controversy in our said court before the
said Judge depending and undetermined between *H. C. L. Richmond Trustee, &c*

Plaintiff, and

James Howard & others

Defendants .

And this

24

shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, *James W. Orr, Clerk*
H. C. T. Ewing, Clerk of our said court, at the court-house the

21st day of *Nov*

190*5*, and in the *13th* year of the Commonwealth.

James W. Orr, Clerk

W. L. Richardson
Trustee

vs.

}

SUBPOENA
FOR
WITNESS

James H. Heman et al.

Court,

the *24th* day of *Nov*

190*5*

*Exhibited
By Serving
A true copy*

This Nov-23

*1904
S. M. Ball Sec*

N.C.T. Richmond, Trustee re
vs. { In Chancery.
J.M. Howard et al.

The Report of James W. Orr, Comr.
is excepted to: ~~Because the~~

1st Because The Comr fails to
report that his proceedings were ad-
journed to the 24th day of Nov 1905-
to which date plaintiff had a summons
for C.C. Bales returnable & which was
duly executed as appears by the summons
& return of sheriff thereon herewith filed
marked "Summons".

2nd. Because the Comr. fails to
report that proceedings were adjourned
from Nov 24 to Nov 27, 1905, & that
on Nov 24, 1905, plaintiff had a rule
issued against said C.C. Bales return-
able to Nov 27th. which was duly ex-
ecuted as shown by the ~~return~~ said ~~at~~
rule & return thereon as appears by the
said ~~rule~~ herewith filed marked
"rule".

3rd Because The Comr. made his re-
port before the plaintiff had an op-
portunity to introduce the evidence of
C.C. Bales & others in rebuttal.

4th Because the finding of the Comr.
even with the evidence before him, is
contrary to the evidence as to the ques-
tion of indebtedness of defendants James
& Benjamin Howard to plaintiff.

L. J. Hyatt atty
for N.C.T. Richmond, Tr.

COMMISSIONER'S REPORT.

J. M. Howard

Plaintiff.

vs.

In Chancery

Benjamin Howard, et al,

defendants.

H. C. T. Richmond, Trustee &c.

Plaintiff.

vs.

In Chancery

James Howard, et al,

Defendants.

The undersigned commissioner in these causes respectfully reports, that pursuant to the decrees entered therein at the February term, 1905, he proceed on the 8th day of September, 1905, and subsequent days to execute said decree, having first given notice to the parties interested as in said decree provided, and on which day all the parties appeared before your commissioner either in person or by counsel. And after taking several depositions in the causes, which depositions are herewith filed, marked "Depositions", accompanied by several exhibits, your commissioner has adjourned from day to day at his office in Jonesville, Virginia, and finally on this the 27th day of November, 1905 completed his enquiry and investigations, and now makes this his report.

As to the first inquiry, to-wit; The amount due by the defendants, Benjamin Howard and James Howard to the plaintiff as assignee of Lon H. Baylor, if any, he reports, as follows: The evidence on this question is somewhat conflicting, but your commissioner after due consideration of the evidence produced is of the opinion, and so reports, that the preponderance of evidence on this point is in favor of the contentions of the defendants Benjamin and James Howard, that there indebtedness to Mr. Baylor was settled by a sale to him of the remnant of timber on the land and the lumber at the saw-mill yard. Your

Commissioner therefore reports that there is no indebtedness from the said Howards to the said Baylor for H. C. T. Richmond his assignee. There has been something said about introducing further evidence on this point, but the parties have not done so, and I make my report according to the evidence before me, and according to my best understanding of the weight of the evidence.

As to the second enquiry, to-wit: The liens against the real estate in the bills mentioned, the amounts thereof, to whom due, and their priority, and the taxes, if any, due the Commonwealth of Virginia or otherwise, your commissioner reports as follows: He is of opinion and therefore reports, that the judgment mentioned in the first styled cause in favor of J. M. Howard against Benjamin Howard rendered by ~~ward~~ ~~W. P. Weston~~ ~~J. P.~~ that John Fee the vendee of the said Howards will have to pay, or suffer the said interest of the said Benjamin Howard in the tract of land purchased by him from the said Howards to be subjected to the payment thereof. The said judgment having been obtained against the said Benjamin Howard and docketed while the said Benjamin Howard and James Howard were the owners of said land, and thereby became a lien on the said Benjamin Howard's interest. The said judgment is for \$65.75 with interest from May 1st, 1903, and \$4.50 cost, and will amount on the 12th day of December, 1905 to the sum of \$80.57, as follows:

Principle.....	\$65.75
Interest to December 12th, 1905.....	10.32
Cost.....	4.50
Total.....	\$80.57

Your Commissioner also finds another judgment docketed in the lien docket, on page 70, in favor of Jessee Howard against James Howard which judgment was rendered by A. J. Myers J. P. May 15th, 1903, for \$92.00 with interest from May 15th, 1903, subjected to a credit of \$27.00 April 14th, 1903, and \$1.00 cost. This judgment on the 12th day of December, 1905, will amount to \$ Principal
Interest

The plaintiff in this judgment is the same person who brings

one of these suits in the name of J. M. Howard, and your commissioner does not understand why his bill did not seek to enforce this judgment also, it may be that this judgment has been paid, but your commissioner has no such information, and therefore reports it as a lien on James Howards interest in said land.

Your commissioner finds that the taxes against the said land are unpaid for the years 1904 -5 which amounts to \$12.46 for 1904, and \$9.04 for 1905. Your commissioner further finds that the defendant John Fee when he purchased the said tract of land from the said Howards paid to W. P. Weston one of the purchase money notes that the said Howards owed the said Weston, and which was a vendor's lien on the said tract of land. Said note is filed with the deposition of G. W. Ausbourn and is as follows:

Principle of said note due two years after date, and dated July 12th, 1902 with interest from date.....\$850.00

Interest on said note *to July 7th 1904, to*

date of payment by said Fee. *106.29*
Interest thereon to Dec 21 1905. *751.29*
81.49 *1032.78*

As to the payment by Mr. Fee to Mr. Weston, your commissioner ^{be} is of opinion, and so reports, that Mr. Fee is entitled to subrogation to the rights of said Weston as to said sum, and that in case a sale of said land should be decreed to pay the liens thereon ascertained in this cause against the said Benjamin and James Howard, the amount of this ^{+ payment} note is a purchase money lien against said land in favor of said Fee, and is a prior lien and should be first paid out of the proceeds of such sale should one occur. And the said judgment in favor of J. M. Howard is a lien against the interest in said land of Benjamin Howard; and the ^{against James Howard} judgment in favor of Jesse Howard is a lien upon his interest in said land, and these judgment should be next paid out of the proceeds of said sale should one be made.

Your commissioner is required to report any other matters deemed pertinent by himself or required by any party in interest, and nothing further being required by any party in interest ~~and~~ deemed pertin-

ent by your commissioner he makes no further report, except to say, that from the deposition of W. P. Weston it appears that the value of said tract of land, in the condition it is now in, is only about \$1000.00, this, however, I have no doubt is owing to the fact that the timber has been cut and removed from said land, and the farm has, perhaps, otherwise depreciated in value.

James H. Orr
COMMISSIONER.

The second named Judgment by J. H. Orr
Commissioner in favor of Jesse Howard
has all been paid except one dollar costs
This D.

C. T. Duncan
Atty for Jesse Howard

LON H. BAYLOR

DEALER IN

GENERAL MERCHANDISE

MANUFACTURER OF

HARNESS AND SADDLERY

TELEGRAPH ADDRESS, EWING, VA.

SHIPPING POINT, ROSE HILL, VA.

MILLS AND LUMBER YARD

HURST, KY.

MANUFACTURER OF CHESTNUT AND

YELLOW POPLAR LUMBER, ALSO

SURFACE STUFF

BOON'S PATH, VA.

Aug 29 1904

This is to certify that I hereby agree and do release timber of all description laying on lands recently purchased by Geo Lee from Ben & Nancy Laword, near Cumbo, Va., and that I have ceased manufacturing lumber of any kind. It is further agreed that all mill shedding shall for the benefit of said Lee and all other saved lumber now on yards shall be my own and I am to have the liberty to move at any time. It is further understood that this instrument of writing, shall not in any way be construed to release said Ben & Nancy Laword from the payment of debt after settlement, if there is found to be a balance due me -

Lon. H. Baylor

LOUISIANA

GENERAL MERCHANDISE

PAINTS AND VARNISHES

BOOKS AND PAPERS

AND ALL KINDS OF GOODS

Exhibit "A"
with L. H. Baylor's
Deeds.
On Court.

\$850.00

Two years from date we promise to
pay W.P. Weston. Eight hundred and fifty
Dollars, with interest from date, for
Value received. (being a part of the
purchase ^{price} of the Fulkerson land) and
as to this debt We waive the benefit
of our homestead exemptions,

Witness our hands and seals, This July 12th

1902,
Witness
L.M. Weston

Benjamin ^{his} Howard
James ^{his} Howard

Seal
Seal

J. Howard

3 Note

P. Weston

"Note"

Filed with G. W. Osbourne
depos. no 1745/1905.
On Court,

Statement Lumber saved by
Key & Glass for L.H. Bayler

1903				
Nov 3	12806 ft	@3 ⁰⁰	38 42	
" 12	11792 " - (1/4 Oak Ltn ¹⁵⁴⁹³ 8033)	@3 ⁰⁰	35 37	
1904				
Jan 27	8711 " - Ltn 10577,			
	9423 " - " 13325,			
	8014 " - SPS 40185,	@3 ⁰⁰	130 52	
	9102 " - PCCS 11451,			
	8258 " - Ltn 8793,			
	5196 " - Bayler store			
	1834 " - Harry's house - 65-65 ft	@3 ⁵⁰	22 97	
	2219 " - Bayler & Wood, 15698"	@3	47 09	
	13014 " - Mt Hogan.			
June 20	37894 " - New Contract,	@3 ²⁵	123 15	
	10118 " - old " ,	@3 ⁰⁰	30 35	
	55396 " - New " ,	@3 ²⁵	180 03	
	3150 " - old " ,	@3 ⁰⁰	9 45	
	829 " - new " , (H. Carstone)	@3 ²⁵	26 9	
	697 " - old " , (" ")	@3 ⁰⁰	20 9	
July 28	1290 " - old " ,	@3 ⁰⁰	3 87	
" "	23160 " - New " ,	@3 ²⁵	75 37	
" 29	57150 " - M.O. Combs Stock,	@3 ²⁵	185 74	
Aug 24	81964 " - St Tally			
	2808 " - Phil's Foundation	@3 ²⁵	281 98	
	1980 " - Jas Oaks			
	36681 1/2 ft.			
	57150 ft Combs Stock			
	30966 3/4 ft			

89
70
50
5

983 25
905 26
97 5

169 09
185 74
3983.35

Exhibit "B"

Statement showing Cr by lumber of
Gas Howard in acct with L.H. Zupke

(1)

Cr

1903

Oct 31 Cr by 266 ft Cull Pop @10⁰⁰ } Less 80¢ Hand-bill
 266 " " " @6⁰⁰ } (should have been only 75⁰⁰ + 5⁰⁰)

3 46

Nov 11 " " { 116 " 1/4 H2 - Oak, @19⁵⁰ = 2 26
 618 " " Com - " , @10⁰⁰ = 6 18
 2854 " " Cull - " , @6⁰⁰ = 17 12
 1120 " " M - " , @4⁰⁰ = 4 48 } 30 04

Dec 14 14269 { 83 " " H2 - " , @19⁵⁰ = 1 61
 688 " " Com - " , @10⁰⁰ = 6 88
 3978 " " Cull - " , @6⁰⁰ = 23 86
 2817 " " M - " , @4⁰⁰ = 11 26 } 43 61 ----- 73 65

Nov 12

Jan 15 493 { 168 " 142 - " , @19⁵⁰ = 3 27
 550 " Com - " , @10⁰⁰ = 5 50
 3617 " Cull - " , @6⁰⁰ = 21 70
 869 " M - " , @4⁰⁰ = 3 47 } 43 94

Feb 5 033 { 301 " 142 - " , @19⁵⁰ = 5 86
 1017 " Com - " , @10⁰⁰ = 10 17
 4522 " Cull - " , @6⁰⁰ = 27 13
 748 " M - " , @4⁰⁰ = 2 99 } 46 15 ----- 90 09

1904

Mar 26

Apr 13 825- { 33 " 1/4 H2 - " , @17⁰⁰ = .56
 453 " " Com - " , @10⁰⁰ = 4 53
 2767 " " Cull - " , @6⁰⁰ = 16 60
 1577 " " M - " , @4⁰⁰ = 6 30
 72 " " H2 - Pop , @25⁰⁰ = 1 80
 815 " Com - " , @18⁰⁰ = 14 67
 1965 " Cull - " , @9⁰⁰ = 17 68
 997 " M - " , @6⁰⁰ = 5 98 }
 99277

68 12

23531

1904

Mar 26.

Or by 16 ft. $\frac{1}{4}$ - 182 - Pop, @ 25° = 40.

401 " " - Cam - " , @ 18° = 7.21
 1012 " " Cull - " , @ 9° = 9.10
 863 " " M " - " , @ 6° = 5.17
 72 " 182 - Oak @ 17° = 1.22
 726 " Cam - " @ 10° = 7.26
 3554 " Cull - " @ 6° = 21.32
 1861 " M " - " @ 4° = 7.44

981017 40186

5912

" "

603 " " Cam - Pop, @ 18° = 10.85
 1197 " " Cull - " , @ 9° = 10.77
 1170 " M " - " , @ 6° = 7.02
 49 " 182 - Oak, @ 17° = .83
 490 " Cam - " , @ 10° = 4.90
 2894 " Cull - " , @ 6° = 17.54
 2878 " M " - " , @ 4° = 11.51

981017 40186

6342

" "

27 " " 182 - Pop, @ 25° = 67
 540 " " Cam - " , @ 18° = 9.72
 1415 " " Cull - " " @ 9° = 12.73
 1068 " " M " - " " @ 6° = 6.40
 471 " " Cam Oak, @ 10° = 4.71
 2308 " " Cull - " , @ 6° = 13.84
 2911 " " M " - " , @ 4° = 11.64

981017 40186

5971

26526

18225

1904

Mar 26	Cr by	16 ft. $\frac{7}{4}$ - 16 2 - Pop - @25 ⁰⁰ = 4.0	
		336 " " - Com - " - @18 ⁰⁰ = 4.24	
		509 " " - Cull " - @9 ⁰⁰ = 4.58	
		183 " " M " " - @6 ⁰⁰ = 1.09	
		11 27 " " Com Oak - @18 ⁰⁰ = 11.27	
		44 25 " " Cull - " - @6 ⁰⁰ = 26.53	
		25 37 " " M " - " - @4 ⁰⁰ = 10.14	
		<i>Sum 10577</i>	58.27
Apr 18	(H. H. 96)	90 81 " " " " - @4 ⁰⁰ = 36.32	
		19 54 2 " " Cull - " - @6 ⁰⁰ = 117.25	
		63 42 " " Com - " - @10 ⁰⁰ = 63.42	
		795 " " 142 - " - @18 ⁰⁰ = 14.31	
		26 85 " " Cull - Chest, @75 ⁰⁰ = 20.14	
		557 " " Com - " - @125 ⁰⁰ = 6.96	
		281 " " 142 - " - @21 ⁰⁰ = 5.90	
		<i>Sum 26430</i>	264.30
May 2		396 " " M Cull - Oak @4 ⁰⁰ =	1.58
June 20	On yard	14398 " " " " - " - @4 ⁰⁰ = 57.59	
	M. out	829 " " Cull - Pop, @9 ⁰⁰ = 7.46	
	" "	697 " " M " - Oak, @4 ⁰⁰ = 2.79	
	On yard	35312 " " " " - " - @4 ⁰⁰ = 141.26	
		<i>Sum 100048</i>	209.09
			533.24

1904

Jul 13.

Cr by

55 ft. $\frac{1}{4}$ - 142 - Pop @ $23^{\circ} = 1.27$ 2275" - " - Cam - " @ $16^{\circ} = 36.40$ 9802" - " - Cull - " @ $75^{\circ} = 73.52$ 4978" - " - M - " @ $5^{\circ} = 24.90$ 343" - " 142 - Oak @ $21^{\circ} = 7.20$ 1958" - " Cam - " @ $11^{\circ} = 21.54$ 7663" - " Cull - " @ $6^{\circ} = 45.98$ 3573" - " M - " @ $4^{\circ} = 14.19$ 44" - 142 - Chart @ $30^{\circ} = .88$ 113" - Cam - " @ $12^{\circ} = 1.36$ 1304" - Cull - " @ $8^{\circ} = 10.43$ L 4m, #13324, #2937, #13895, #11504,
#10903, #12765,

237 67

Aug 6.

"

307" - $\frac{1}{4}$ 142 - Oak @ $21^{\circ} = 6.45$ 1056" - " Cam - " @ $11^{\circ} = 11.61$ 6961" - " Cull - " @ $6^{\circ} = 41.77$ 1967" - " M - " @ $4^{\circ} = 7.87$ 52" - 142, Chart @ $30^{\circ} = 1.04$ 94" - Cam, " @ $12^{\circ} = 1.13$ 1479" - Cull - " @ $8^{\circ} = 11.83$

L 4m 9941

B 50 494488

81 70

Nov 30

"

35" - Cam Pop @ $16^{\circ} = 56$ 3038" - Cull - " @ $75^{\circ} = 22.88$ 2103" - M - " @ $5^{\circ} = 10.52$ 910" - 142 - Chart @ $30^{\circ} = 18.20$ 1497" - Cam - " @ $12^{\circ} = 17.96$ 6618" - Cull - " @ $8^{\circ} = 53.94$ 6294" - M - " @ $4^{\circ} = 25.18$ L 4m #3717, #1113, #2079,
#10059, #10459,

64530

149 24

68 61

1905

Sept 11 Cr by 73595 ft m cul oak @ 400 (shipped to Cant. L. Co. 5/11)
(Carlsbn #1925, #3349, #10810, #13826
#13792, #17997, #15587, #6859)

29438

" " " 3946 " m cul Oak @ 400 (sold for Oaks)
77541

1578

33277 ft Page 1
26526 " " 2
100048 " " 3
64530 " " 4
77541 " " 5
Total. Cr for forward
801922 ft
905966

31016

46861

53324

18225

23531

172957

1729.57

301

Exhibit "C."

This agreement made and entered into this the 1st., day of January, 1903, by and between Benjamin Howard and Nancy Howard his wife parties of the first part and Lon H. Baylor party of the second part, all of Lee County, Virginia.

---W I T N E S S E T H,-----

That the parties of the first part for and in consideration of the sum of (\$350.) Three Hundred and fifty dollars cash in hand paid the receipt whereof is hereby acknowledged the parties of the first part have this day sold to the party of the second part all the Merchantable timber on a certain tract of land lying and being in Lee County, Virginia, said tract of land being the same which was conveyed by Wm. Weston to the parties of the first part, said tract of land commonly known as the SPANGLER land and bounded as follows, to-wit:

On the North by the lands of Ben Bowen On the South by the lands of Josephus Grabeel On the West by the lands of Josephus Grabeel and on the East by the lands of Grabeel & Hobbs.

The parties of the first part gives to the party of the second part full right of ingress and egress with men and teams that he may cut and remove the timber hereby sold, and the parties of the first part does also guarantee to the party of the second part, right of way by most convenient route to the public highway.

The parties of the first part gives to the party of the second part one year from day in which to remove the timber hereby purchased. In case a stress of weather shall prevent the removal of timber herein specified in the specified time the parties of the first part agree to allow to the party of the second part extension of time of sufficient duration to permit the removal of said timber after such stress of weather has ended. The parties of the first part declares before witnesses that they are the lawful owners of the land and timber herein described and that they have the lawful right to sell and convey the same, and that there are no mortgages, claims, or liens against either land or timber. In witness whereof we have hereunto set our hands and seals this the 23 day of May 1903.

In Presence of-----

C. D. Beatty
J. W. Welch

Benjamin Howard (Seal.)
Nancy Howard (Seal.)
By Benjamin Howard agent for
Nancy Howard

Ben + James Howard
and
for Limber + et.

Contract No. 71"

79-582

LON H. BAYLOR,

DEALER IN

GENERAL MERCHANDISE,

MANUFACTURER OF

HARNESS AND SADDLERY.

TELEGRAPH ADDRESS, EWING, VA.

SHIPPING POINT, ROSE HILL, VA.

MILLS AND LUMBER YARD,
HURST, KY.

MANUFACTURER OF CHESTNUT AND
YELLOW POPLAR LUMBER, ALSO
SURFACE STUFF.

BOON'S PATH, VA., 190.

CONTRACT:

This Contract made and entered into this the 22nd, day of Aug. 1903, by and between L. H. Baylor, of Boones Path, Va. and Jas. Howard, of Cumbo, Va. in which the said Howard agrees to furnish said Baylor the following described lumber delivered at Hagan, Va depot, at a convenient place for loading on cars; Prices and kind as follows:

Poplar, 4/4, 5/4, 6/4, 8/4 ---I & 2-----\$23.00 per thousand:

Com. -----\$16.00 " "

Mull-----o-\$ 7.50 " "

M." -----\$ 5.00 " "

Chestnut, 4/4, 5/4, 6/4, ---I & 2 -----\$20.00 " "

Com. -----\$12.00--" "

Cull -----\$ 8.00 " "

Oak, 4/4 to 9/4 -----I & 2 -----\$21.00 " "

Com -----\$11. 00 " "

Cull-----\$ 6.00 " "

Said L. H. Baylor is to pay for the sawing of this lumber at rate of three (\$3) dollars per thousand feet and same to be charged to said Jas. Howard and settled out of lumber as shipped.

Given under our hands and seals, at date above mentioned.

L. H. Baylor (Seal)

Jas. Howard (Seal)
mark

Witness:

[Signature]

Contract No 2.

HARDWOOD FLOORING

TELEGRAPH ADDRESS, NEW HAVEN, KY.
LONG DISTANCE TELEPHONE, NEW HAVEN EXCHANGE.

ADLER LUMBER CO.

C. L. ADLER, PRES.
B. A. MEYER, SEC'Y.

EASTERN OFFICE,
160 FIFTH AVENUE,
NEW YORK.

MILLS,
LYONS, KY.
ORLEANS, IND.

WE HAVE OUR OWN SAW-MILLS
AND MANUFACTURE

Hardwood Lumber.

PRINCIPAL OFFICE,

Lyons, Ky.,

Aug. 5th, 1902.

Mr. L. H. Baylor,
Boons Path, Va.

Dear Sir:--

Referring to our correspondence will say we have just obtained a special rate from Hagan, Va. to Lyons, Ky. According to same we can pay you prices you ask for the stock in your letter of July 28th and quote you on oak as follows:

Thick White Oak sawed 2-1/4" and 2" thick, even

1st & 2nds

\$24.00

Common

\$14.00

to be taken up green.

dry 1" Oak

1st & 2nds \$22.00

Common

\$12.00

all F.O.B. cars Hagan, Va.

We will send Inspector to take up stock at your shipping point at Hagan in quantities of 2 cars loads or more when you notify us and give you 60 day note in settlement as soon as lumber is inspected and reported. This is in accordance with conversation you had with Mr. Freshour. No doubt you have investigated our credit and are by this time conversant with our financial standing.

We write this latter at the request of Mr. Freshour who is here at present. Also at his request we refer you to any of the larger

banks at points on the L. & N. R. R. where our paper has been discounted and especially to our own banks the Louisville National Banking Co. of Louisville, Ky., Sylvester Rapier & Co., New Haven, Ky. and the Bank of Mt. Vernon, Mt. Vernon, Ky.

Yours truly,

C. L. Adler Pres.

Notation of Prices
(1)

900
 1000
 1100
 1200
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 1700
 1800
 1900
 2000
 2100
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 2500
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LON H. BAYLOR,
—DEALER IN—
GENERAL MERCHANDISE,
MANUFACTURER OF
HARNESS AND SADDLERY.

MANUFACTURER OF CHESTNUT AND
YELLOW POPLAR LUMBER, ALSO
SURFACE STUFF.

Boon's Path, Va., 190

Adler Lumber Co.

Lyons, Ky.

Gentlemen:-

We quoted your Mr. Freshour the following prices F. O. B.

cars Hagan, Va.

I & 2, 4/4 Poplar, \$26.00.

Com, " " \$19.00.

Cull, " " \$10.50.

Mill Culls, " " \$7.50.

5/4, 6/4, and 8/4 Poplar at the following:

I & 2,\$27.00.

Com.\$20.00.

Cull.....\$11.50.

Mill Culls,\$7.50.

4/4, 5/4, and 6/4 Walnut at the following:

I & 2,\$65.00.

Com.....\$38.00.

Cull.....\$20.00.

Mill Culls.....\$8.00.

4/4 Chesnut at the following:

I & 2,\$22.00.

Com.....\$14.00.

Cull.....\$9.00

Please quote best price on oak, advising how you want it cut.

Will have about 7 or 8 hundred thousand ft of Chesnut, Poplar and
Oak, and would like to make a deal with you for the whole. Please let
us hear.

Yours Very Truly,

L. H. Bayler.

2500
1800
900
600
2750
2100
1250
800
6500
3000
2400
1000
2200
1500
1000
Duplicate
Ogley

Notation of Prices

(2)



SPICE OF LIFE—KING OF CONDIMENTS.

DOONS PATH, VA.,

190

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

July 4-1904			
Gas & Hardware total			
Lumber Cr to date		EH	3 45
Oct 31-1903=			73 65
Nov 12-1903=			90 09
Mar 26-1904=			30 86
Apr 18-1904=			264 30
May 2-1904=			1 58
June 20-1904=			209 09
Grand total =			\$950.80
Should Be =			\$2.53
			\$84.05
			\$82.39
			\$293.73
			273 81
			1 58
			203 56
We chg Howard. Liffitt			943 65
			7 15
			950.80

SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

10/29 1903

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-DATE CLOTHING, FURNITURE, CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY



My Sir

*Lumber bought of
Gas toward for Pattie Baylor
is as follows*

266 ft #3	Paper	750	200
266 " " #4	"	500	133
			<hr/>

\$3.33

Less Paid out
Yours truly
D. E. Fletcher

*345-
7537
9*

(1)



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

Nov 2nd 1904

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,

CARPETS, UNDERTAKERS GOODS
MANUFACTURER HARNESS AND SADDLERY

Lumber shipped to Adler Plr Co.
from Haward Stock is as follows
LH# 14269-10351

199	4 9/4	142 nd Oak	21 ⁰⁰	\$4.18
1306	"	Com	11 ⁰⁰	1437
6832	"	Cull	6 ⁰⁰	4099
3937	"	M Cull	4 ⁰⁰	1375
19	4 9/4	142 Chest	20 ⁰⁰	38
316	"	Com	12 ⁰⁰	379
381	"	Cull	8 ⁰⁰	303
327	"	M cull	4 ⁰⁰	130
9	4 9/4	Cull Pop	750	87
35	"	M Cull	5 ⁰⁰	17
				8405

33 61
13

(2) Yours truly
D. E. Hatcher.



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS BATH, VA.,

Nov 2nd 190*x*

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPENTERS' IMPLEMENTS' GOODS

MANUFACTURER HARNESS AND SADDLERY

*Furnish shipped to Adler
Lbr Co from New York stock is as follows
LH # 8033-15493*

469	ft	9/4	1 + 2	Coke @	21 ⁰⁰	985-
1567	"	"	Com	" "	11 ⁰⁰	17 2x
8139	"	"	Cull	" "	6 ⁰⁰	48 83
1617	"	"	M Cull	" "	4 ⁰⁰	\$ 6.47
11792						482 39

*Yours truly
T. E. Slater*

(3)



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

Jan 15th 1904

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKING GOODS

MANUFACTURER HARNESS AND SADDLERY

Dear Sir:-
Lumber shipped to Adler
Lbr Co from Howard stock is as follows
LAN#13325

33	4x 1+2 Oak	@ \$ 21 ⁰⁰	69
453	" " Com "	11 ⁰⁰	498
2767	" " Cull "	6 ⁰⁰	1660
1577	" " M Cull "	4 ⁰⁰	630
72	4x 1+2 Pop "	23 ⁰⁰	166
875	" " Com "	16 ⁰⁰	1304
1965	" " Cull "	75 ⁰⁰	1474
997	" " M Cull "	5 ⁰⁰	498
			\$62.99

62.99
55.95
59.95
55.87
57.92
53.73
\$293.73

Yours truly
T. E. Hatcher

(4)

SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

Jan 15th 1904
M *Geo Howard*
IN ACCOUNT WITH
LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY



Corrected Statement

Dear Sir,

Lumber shipped to Aden
Ltr Co from Howard Stock is as follows
J. F. & S. W. #40185

16	# 4/4	142	Pap @	23 ⁰⁰	37
401	" "	Corn	" "	16 ⁰⁰	6 42
1072	" "	Cull	" "	750	7 59
863	" "	M Cull	" "	5 ⁰⁰	4 31
72	" 4/4	142	Cull	21 ⁰⁰	1 51
726	" "	Corn	" "	11 ⁰⁰	7 99
3554	" "	Cull	" "	6 ⁰⁰	21 32
1861	" "	M Cull	" "	4 ⁰⁰	7 44
					<u>\$56.95</u>

Yours truly
T. E. Natcher



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

Jan 15th 1904

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

Lumber shipped to Adler Lbr
from Howard stock is as follows
Cur. @ C & S L #11401

603 ft	4/4	Com Pop C	\$ 16 ⁰⁰	963-
1197	"	" Cull "	750	898
1170	"	" M Cull "	5 ⁰⁰	585
49	"	4/4 1+2 Oak "	21 ⁰⁰	103
490	"	" Com "	11 ⁰⁰	539
2894	"	" Cull "	6 ⁰⁰	1754
2878	"	" M Cull "	4 ⁰⁰	1151
				<hr/>
				\$59951

Yours truly
T. E. Hatcher



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

Carried statement
MANUFACTURER OF HARNESSES AND SADDLERY

Dear Sir:
Lumber shipped to Cedar
Pls from Jaz Howard stock is as follows
LAN# 10577

16	ft	4x	142	Pop C	23 ⁰⁰	37
236	"	"	Com	"	16 ⁰⁰	3 77
509	"	"	Cull	"	750	3 82
183	"	"	M Cull	"	5 ⁰⁰	9 2
1127	"	"	Com Oak	"	11 ⁰⁰	12 40
4425	"	"	Cull	"	6 ⁰⁰	26 55
2537	"	"	M Cull	"	4 ⁰⁰	10 14
						<u>57 97</u>

Yours truly
D. E. Hatcher



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

M

Jan 15th 1907

IN ACCOUNT WITH

LON H. BAYLOR

General Merchandise, Up-to-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

Lumber shipped to Adler Bros
Co from Howard stock is as follows

27	4x 142 ^m	Pap	23 ⁰⁰	62
540	Com	16 ⁰⁰	864
1415	Cull	760	1061
1068	M Cull	5 ⁰⁰	534
471	4x	Com Oak	11 ⁰⁰	518
2308	Cull	6 ⁰⁰	138x
2911	M Cull	4 ⁰⁰	11.64
				<u>\$53.87</u>

Yours truly
J E. Hatcher



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

April 7th 190^x

M

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

Corrected Statement

Dear Sir—

Lumber loaded from
of Howard stock is as follows

795	ft	4/4	142 nd	Cork	21 ⁰⁰	16 70
6342			Com	"	11 ⁰⁰	69 76
19542			Cull	"	6 ⁰⁰	117 25
281			142	Chert	20 ⁰⁰	5 62
557			Com	"	12 ⁰⁰	6 68
2685			Cull	"	8 ⁰⁰	21 48
						<u>237 49</u>

Yours truly
T. E. Hatch

237.49
26.32
273.81

(5)



SPICE OF LIFE—KING OF CONDIMENTS.

POWERS PATH, VA.,

June 12th 1904

M^r

IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
DATE CLOTHING, FURNITURE,
CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

Rec'd

Furnish bought of Jas Howard
for J. K. Osborne it follows

829 ft 1/4 cull	Pap @ 750	622
697 ft 1/4 cull	400	279

Less Haul Bill

Yours truly

J. E. Hatcher

\$9.01
2.29
6.72

672
576
141
205
205

(7)



SPICE OF LIFE—KING OF CONDIMENTS.

BOONS PATH, VA.,

July 18 1904
 Lon Baylor
 IN ACCOUNT WITH

LON H. BAYLOR

GENERAL MERCHANDISE, UP-TO-
 DATE CLOTHING, FURNITURE,
 CARPETS, UNDERTAKERS' GOODS

MANUFACTURER HARNESS AND SADDLERY

Dear Sir
 for Lon Baylor (Combo Stock)
 as follows

56603 ft @ \$8.25 per ft
 547 Hick
 57150

\$ 183.96
 1.78
 185.74

(Circular stamp with initials 'Ee')

Day Book - 219

Yours Truly
 D. E. Hatch

We on July 18 1904

346495
 57150
 289445

304
 984
 1202

Filed with L. E.
Deitchers depts.
On Count.

James Howard Duffin

To L. H. Taylor

LS

1902

Aug 26	4 Pc Parlor set	8 00
" 30	1 Set Harness	22 00
Spt 2	2 Bx Flour ⁶⁰	1 20
" 9	4 " " ^{2 40} Lard ⁶⁵ meat ^{2 00}	5 05
" 15	1 Bx Cartg	90
" 20	1 P Saddle Bags ⁶⁵ 1 Dz Bat Cinnamon ⁵⁵ 1 Dz Jeff Thomas ²⁰ Cart ¹⁵ 1 Pole	9 44
Oct 9	- meat ^{2 00} per order	2 00
" 13	- meat ⁶⁰ salt ²⁵ m shoe 08 nails ⁵ Flour ⁷⁰	1 58
" 16	- Acid Ely Peigue	2 00
" 18	- Peaches ¹⁵ Pay wag ⁵⁰	65
" 21	- Ord. P. C. M. Payne ^{2 00} Lard ⁷⁵ Flour ³⁵ per order	4 05
" 24	- " " Jno. Lugh ^{5 00} meat ^{2 00} 1 Lb Powders per "	7 25
Nov 8	- meat	1 00
" 16	- Lard ⁷⁵ meat ^{1 05} Pole ⁵	1 85
" 20	- Coff ⁵⁰ Candy ⁵ apples ⁵ cutting ³⁸ by Payne	98
" 22	- Batts	90
Dec 12	- Ord P. S. Morgan Lugh ^{5 00} oil ²⁰ Cinnamon ³⁰ Pole ²⁵ Ban ⁵ Pole ²⁵ shoe ¹⁰	7 15
" 30	- Leather ¹⁵ spurs ¹⁰ chum ⁵ over coat ⁸⁵ gloves ⁷⁵ Candy ⁵ Knives ⁵⁰ 15	10 15
1903		
Jan 1	- Rub Boots ^{36 50} hat ^{1 30} Cape ^{4 00} suit ^{1 30}	9 30
" 2	- Pole	20
" 3	- Leggings ⁵⁰ Rubber ¹⁵ Match box ²⁵ Coff ⁵⁰ Candy ¹⁰	1 50
" 7	- Shoes ^{3 00} Coff ^{1 00} gloves ³⁰ spurs ⁵ Candy ¹⁰	4 45
" 14	- Coff ^{1 00} Candy ⁵	1 05
" 15	- meat ^{5 08} Pole ⁵⁰ chum ¹⁰ M 25	5 93
" 21	- Ord P. M. Duffin ⁶⁰ ord P. S. Taylor ⁷⁵ Shoes ⁹⁵ Pants ²⁵	14 20
" 11	- 2 Lb Powd ⁵⁰ Candy ⁵	53
Feb 2	- meat ^{3 94} Fox ⁵ Rats ³⁰ Coff ⁵⁰ nails ⁵ Whip ⁷⁵ Pole ¹⁵ Candy ⁵ or grain ²⁰	5 49
		12 8 87

Howard #2

1903		128 87
Feb 7	Saddle 7 ⁷⁵ Blanket 7 ⁵⁰ cof 1 ⁵⁰ Fole 3 ⁵⁰ anting 8 ⁰⁰ 3rd Candy 1 ⁰⁰ =	11 30
" "	ord O. J. Geo McCarty 2 ²⁵ M. Minton 4 ⁰⁰ L. Engle 3 ⁹⁰	11 15
" "	- 19 1/2 Bu Corn 10 2 2 meat 7 4 1 2 B Bando 2 0 Flour 1 20 =	20 03
" "	Shoes 1 20 whip 2 50	1 45
" "	Two Coats 2 75 Fole 1 00 Biddle 1 50	4 35
" 16	ord O. J. L. Engle 1 90 cof 5 00 sug 2 50 Fole 3 00 by Pay m	3 00
" "	" " J. McCarty 6 00 meat 3 75 M. shoes 7 20 Flour 6 00	5 67
" "	- Cof 5 00 collar 2 25 O. J. 4 00 20 1/2 Hanes 2 50 =	5 65
" "	By Brads 10 4 1/2 strings 5 00 Candy 0 00 Peaches 3 00 Rice 2 50 4 00 chains 1 70 40 Fole	3 30
" 20	ord P. D. Dudley Brock 7 50, ord W. M. Dickson 2 25, ord M. Minton 1 00 =	4 00
" 28	Corn 1 50 Flour 6 00 Fole 2 50 2 B Bando 1 20 ox 1 1 3 =	4 75
" "	Cart 1 00 4 mapp 2 00 4 L. straps 7 00 Candy 5	9 5
Mar 2	ord O. J. M. Minton	2 00
" 3	(Cart 1 00 Candy 1 00 for J. Fevers) meat 5 20 Flour 3 90 M. Minton 2 50 =	11 80
" "	4 by L. stuff 6 60 20 M. shoes 1 67 cof 1 00 2 # 4 nails 3 00	9 57
" "	Cold Lint 10 20 soap 0 50 Candy 0 50 Fole 2 00	1 00
" "	ord P. D. M. Minton	50
" 13	P. Hook 2 00 2 L. Trees 3 00 B chains 5 50 Rod 4 00 O. J. Geo Fevers 6 00 =	10 40
" "	Cash ord O. J. Geo Howard & J. Johnson	12 00
" 25	M. shoes 0 90 Candy 1 00 O. J. Fevers 4 30 Shoes 1 50 Fole 4 00 C. Lint 2 00 50 =	7 09
" 28	Lea 4 7 Sprigs 5 50 apples 5 00 Pants 1 4 8 1/2 2 5 #	4 80
" "	ord P. D. Ben Kinsley	3 00
" 31	by meat 1 50 sug 2 50 Rice 2 00 Candy 5 00 ord O. J. M. Minton 2 50	1 30
" "	ox green 5 50 Candy 5 00 shoes 1 40 Hon 1 00 Cat 6 3 00 3 50	3 08
" "	1/2 Set Teas 2 00 Pitch 2 00 apples 5 00 Fole 4 00 meat 1 25 2 Hif 3 00 =	2 40
" "	1 Ellow 1 50 Plow Pt 2 50 Pad 4 00 for Fevers (8 7 1 00) #	6 50
Apr 1	ord O. J. E. A. Speaks 1 00, beaver 1 40	2 40
		276 46

Howard #3

1903		276 46
Apr 11	ord P M. Merton ³⁰	30
" "	Shoes ^{2.10} meat ^{2.00} flour ^{1.30} Cart ⁵⁰	5 95
" "	ord J. Evans ^{1.00} Herman Lawson ^{4.00} 12 M. shoes ^{1.00} Tole ⁵⁰ sug ⁵ Peaches ²⁰	6 75
" 15	ord P Ben Kersley ^{8.00} ord P Ben Kersley ^{2.00}	10 20
May 2	Cart ²⁰ Peaches ²⁰ Tole ³⁰ Candy ⁵ Cui ²⁵	1 05
" "	Candy ⁵ Cap But ²⁵ Hat ¹⁰ Shirt ⁵ Jeans ²⁵ Flour ^{1.30}	2 00
" "	meat ^{1.50} Lard ⁶⁵ salt ¹⁵ sug ²⁵ cof ²⁵ Cal ²⁰ - by wife	3 50
" "	- ord O A. Matlock ^{1.75}	1 75
" 16	Cal ⁵⁰ Bdk ⁰⁵ slipper ^{15.00} base ¹⁰ Cart ¹⁰	2 25
" "	H. string ³⁰ Shirts ⁴⁰ shoes ^{1.50} Pants ⁵⁰ base ¹⁰	3 20
" "	2 Flour ^{1.25} meat ⁵⁵ sardines ^{1.00} Lantern ²⁰ corn ¹⁰	2 75
" 19	Sug ⁵ Tole ⁵⁰ Knife ⁵⁰	1 05
" 22	Cart ⁸² Candy ⁵ Peaches ²⁵ Tole ⁵	1 17
" 23	Cof ⁵⁰ meat ^{2.00} jelly ¹⁵ Knife ⁵ seed ¹⁰ comb ¹⁰ Cui ⁹⁵	3 85
" "	Pants ^{1.50} cof ^{1.00} shoes ^{1.25} comb ¹⁵ m. case ⁵ belt ²⁵	4 65
" 26	ord P Jno Brock ^{7.00} Cof ⁵⁰ for ord	7 50
" 28	Flour ⁶⁵ Tann ³⁰ Paper ⁵ Eggs ²⁵ sug ²⁰	1 50
" 30	ord P Jno Brock ^{5.50}	5 50
June 1	meat ^{1.00} Castail ^{1.00} Vermifuge ²⁵	1 30
" 8	Flour ^{1.30} - mds ^{2.00} for order meat ^{2.00} (father)	5 30
" "	Flour ^{1.30} sug ¹⁰ Tole ²⁵ chun ¹⁰ salt ²⁰ for father	2 45
" 15	ord Evans ^{3.85} Grease ^{5.00} Tole ³⁰ but ¹⁰ Cart ²⁵	9 50
" "	Lard ⁶⁵ Cal ³⁵ ord P Jno Brock ^{6.00}	6 00
" 23	Tole ¹⁰ meat ^{1.00} Flour ^{1.20} Lard ⁴⁸ Tole ²⁰ Candy ⁵	3 03
July 16	meat ^{2.00} meat ^{1.50} Cat ⁵³ Cof ⁵⁰ soda ¹⁰ 24 Flour ^{1.40} Tole ²⁵ Photo ³⁰ scissors ³⁰	5 93
" "	ord P Jno Brock ^{3.00} shoes ^{3.00} meat ^{1.00} ord P Ben Kersley ^{5.00} Cof ¹⁰	12 56
" 21	Cof ^{1.00} Cof ^{1.00} Verm ²⁵ Tole ²⁵ Coat ^{3.00} Pants ^{2.00} Vest ^{1.25} shoes ^{1.50} base ¹⁰	9 50
		397 00

Howard #4

1903

397 00

July 4	C & Vest 55 ⁰⁰ Pants 15 ⁰⁰ Pop 20 ⁰⁰ (4 lb meal for order)	9 20	
" 28	ord PD Bankersly 100 ⁰⁰ Flour 13 ⁰⁰ 1/2 30 matches 5 ⁰⁰ Caudy 10 ⁰⁰ Pop 15 ⁰⁰ 1/2 15 ⁰⁰	12 40	
" 28	Or - C & Vest - Returned		4 25
" 31	Cart 25 ⁰⁰ Kishcey 85 ⁰⁰ Pop 20 ⁰⁰	130	
Aug 4	Caf 10 ⁰⁰ Land 8 ⁰⁰ Pole 20 ⁰⁰ matches 5 ⁰⁰ Soap 10 ⁰⁰ Pop 10 ⁰⁰ 4 m shoes 36 ⁰⁰ =	2 61	
" "	meat 22 ⁰⁰ shoes 95 ⁰⁰ Pop 20 ⁰⁰	3 40	
" 11	ord PD Bankersly 40 ⁰⁰ , Flour 73 ⁰⁰ sug 23 ⁰⁰ Land 40 ⁰⁰	5 40	
" 16	meat 23 ⁰⁰ Flour 14 ⁰⁰ meal 10 ⁰⁰ oil 10 ⁰⁰ 1/2 30 ⁰⁰ Pop 10 ⁰⁰ Caudy 10 ⁰⁰ 1/2 10 ⁰⁰ =	6 87	
" 18	Pants 66 ⁰⁰ Hat 40 ⁰⁰ (for Shaw Nelson) Caf 5 ⁰⁰ Tea 15 ⁰⁰ Candy 10 ⁰⁰ Sun 70 ⁰⁰ =	2 45	
" 24	Flour 20 ⁰⁰ meat 15 ⁰⁰ Land 40 ⁰⁰ Pole 33 ⁰⁰ Caf 15 ⁰⁰ Pop 5 ⁰⁰ shoes 15 ⁰⁰ Caudy 5 ⁰⁰ =	3 35	
" "	Caf 53 ⁰⁰ Pop 5 ⁰⁰ Pole 15 ⁰⁰ 2 shoes 18 ⁰⁰ Candy 5 ⁰⁰ cider 10 ⁰⁰ meal 10 ⁰⁰ =	2 03	
" "	C. clo 63 ⁰⁰ sug 50 ⁰⁰ H. shoes 9 ⁰⁰ Pole 20 ⁰⁰ Land 60 ⁰⁰	2 90	
" 25	ord J. McCarty 25 ⁰⁰ L. Dough 20 ⁰⁰ shoes 11 ⁰⁰	3 80	
Sept 2	meat 23 ⁰⁰ meal 10 ⁰⁰ Flour 36 ⁰⁰ syrup 50 ⁰⁰ sug 50 ⁰⁰ Rice 25 ⁰⁰ =	5 82	
" "	O. nuts 5 ⁰⁰ PD J. Kelton 100 ⁰⁰	1 00	
" 4	meat 11 ⁰⁰ Flour 76 ⁰⁰ Pole 25 ⁰⁰ Sug Pay m Caf 50 ⁰⁰ sug 25 ⁰⁰ Pole 25 ⁰⁰ 1/2 20 ⁰⁰ =	3 30	
" "	Land 46 ⁰⁰ cat 25 ⁰⁰ 1/2 5 ⁰⁰ Candy 10 ⁰⁰ Flour 76 ⁰⁰ Caf 50 ⁰⁰ sug 10 ⁰⁰ Cart 22 ⁰⁰ =	2 37	
" "	Melon 10 ⁰⁰ P. ash 10 ⁰⁰ PD McCarty 15 ⁰⁰ Horse 10 ⁰⁰ Pole 15 ⁰⁰ Land 80 ⁰⁰ 1/2 10 ⁰⁰ =	2 85	
" "	shoes 15 ⁰⁰ Pole 25 ⁰⁰	1 75	
" 8	shoes 22 ⁰⁰ Hat 136 ⁰⁰ (for) Pants 150 ⁰⁰ shirt 50 ⁰⁰ susp 25 ⁰⁰ Hair 25 ⁰⁰ Cart 20 ⁰⁰ H. shoes 10 ⁰⁰ (for) =	6 39	
" "	ord 10 ⁰⁰ meal 10 ⁰⁰ Land 46 ⁰⁰ cider 10 ⁰⁰ 1/2 5 ⁰⁰ Pole (for) =	1 65	
" "	susp 25 ⁰⁰ Pole 20 ⁰⁰ (Pay m) 1/2 5 ⁰⁰ Hair 5 ⁰⁰ Candy 10 ⁰⁰ Pole 25 ⁰⁰ =	90	
" 11	Paper 250 ⁰⁰ Soap 10 ⁰⁰ Brush 10 ⁰⁰ Pistol 72 ⁰⁰ holster 75 ⁰⁰ Cart 50 ⁰⁰ Pop 15 ⁰⁰ =	11 15	
" "	shoes 15 ⁰⁰ meat 50 ⁰⁰ shirt 50 ⁰⁰ sug 25 ⁰⁰ Candy (for) =	2 80	
" "	24 shoes 17 ⁰⁰ match 5 ⁰⁰ meal 50 ⁰⁰ Flour 60 ⁰⁰ 1/2 50 ⁰⁰ shirt 50 ⁰⁰ =	1 92	
" 14	meal 100 ⁰⁰ Caf 50 ⁰⁰ Candy 5 ⁰⁰	1 55	

496 26 420

Howard # 5

1903		496	26	426
Apr 19	Ord P. Jas Mc Cart ³⁵⁰ meal ¹⁰⁰ meat ²⁶⁰ h ³⁵⁰ shoes ⁸⁰ flour ⁸⁰ =	11	70	
" 22	Lard ¹⁶⁰ (24th) Ord P. Ben Kinsley ⁴⁰⁰	4	65	
" 28	Ord P. Spear ¹⁵⁰ meat ¹²⁰ Flour ¹³⁰ meal ¹⁶⁰ 3 P. shoes ²⁻¹⁵⁰ (1-90) (Error)	7	00	
" "	- 30 Hore ³⁰ sug ²⁵ bay salt ³⁷⁵	4	30	
Oct 3	Salt ¹⁵ Pep ⁵ sug ²⁵ Ord Paym ²⁹⁵ meat ²³⁵ Flour ¹⁴⁰ meat ⁵⁰ hore	7	90	
" "	Shoes ²⁵⁰ hore ¹⁰ cof ⁵⁰	3	10	
" 9	Caddy ⁵⁰ cof ⁵⁰ shoes ⁷⁰ Cot ²⁵ salt ¹⁵ hore ¹⁰ Lard ⁶⁵ Ord Paym ³⁰ =	3	10	
" 12	Ord P. Arthur Kinsley ³⁰⁰ meal ⁶⁰ Garp ⁴⁰ hore ²⁰ ail ⁵	4	15	
" 14	" " Wells Paym ⁴⁸⁰ meat ⁴⁰⁰ meal ¹⁰⁰ Flour ¹⁴⁰ cot ²⁵ hore ¹⁰ Lard ⁶⁵	12	65	
" "	1 Watch ¹²⁰⁰ chain ⁵⁰ hore ¹⁰ Knip ¹⁵ =	13	25	
" 24	2 Flour ¹⁴⁰ hore ⁵⁰ by Paym	1	90	
" 27	2 meal ¹⁰⁰ Lard ⁶⁵ Rice ⁶⁰ Cof ⁵⁰ sug ²⁵ c. syrup ²⁵ whip ²⁵ eg ⁵ =	3	45	
" 31	2 Teams & Driver 2 days each ¹²⁰⁰ 1 Team & D 1/2 day ¹⁵⁰	13	50	
" "	Flour ¹³⁰ Hat ¹⁵⁰ Lard ⁶⁵ sug ²⁵ cof ⁵⁰ hore ²⁵ Cal ¹⁷ by Paym	4	62	
Oct 31	Cr 266 ft #3, 266 ft #4 Cul Pop ⁴²⁵ Less 80 ⁹²⁰ haul bill (Error)			345
" "	" by Ltr #14269, #10351, = 12274 ft			7365
Nov 2	Ord P. K. Lerp sawing 532 ft p3 ¹⁶⁰ = 13002 ft 4 coal p3 ³⁹⁰⁰ =	40	60	4060
" "	" E. King hauling 2682 ft h ⁴⁰⁰ - Bayler 9512 ¹⁴²⁷	18	29	
" 7	meat	2	00	
" 12	Cr by Ltr #15493, #8033 = 11792 ft (Error 1000 - shoes h ⁸⁰⁰ 9)			9009
" "	P. K. Lerp sawing 12620 ft (Ltr 15493) " 8033	37	86	
" "	meat ⁴⁰⁰ Flour ⁷⁰ meal ⁴⁰ shoes ¹⁵⁰ cot ¹⁰⁰ cal ⁵⁰ cof ⁵⁰ hore ²⁰ Knip ²⁵ =	8	65	
" "	Ord E. King hauling 2501 ft = 378 ³⁶ Bayler 7570 ft = Barber 2549 ft =	18	93	
" 21	Salt ²⁵ m. shoes ³⁶ making Logs 25 - 1 Team & D ⁷⁰⁰⁰	75	61	
" "	Flour ²⁸⁰ sug ¹⁵ Cof ¹⁰⁰ Sug shoes ²⁵ = meat ⁸⁰ Lard ¹⁰⁰ h ¹⁰ Mulba ²⁰⁰ =	8	10	
" "	Ord J. W. Woodley ²⁰⁰ (making P.D.) - making 14 days p3 ⁴²⁰⁰	44	00	
Dec 18	meat ¹⁴ 2 days making ⁶⁰⁰	6	94	
		85256	17144	

Howard #6

1904

852 56 171 44

Jan 6 - 2 Flour ^{1.36} - Aug ^{1.00} - Oct ^{1.00}, Vermifuge ²⁵ - C. Syrup ²⁵ = 3 50

" 11 - 2 Flour ^{1.00} - sharp ^{1.25} - 100 Cents ^{1.00} - Eff ^{1.00} = 5 60

" 27 - Od Key 49 - sawing Ltn 13325 = 9423 ft, SFS 40185 - 8014 ft }
Ltn 10577 = 8711 ft, Pect L 11451 = 9102 ft } = 130 52
Ltn 6793 - 8258 ft

" "

" " Od Key 49 - sawing 5196 ft Bayler stone 1834 ft Harry's Hand ^{656 3/4} = 22 97

" " " " " 2219 " Bayler & Wood, 13014 " at Hagan ^{1569 3/4} = 47 09

" " Flour ⁷⁰ = 70

" 30 Od S. Watkins hauling 4001 ft ⁶⁰⁰, J. F. Wolf 10003 ft ¹⁵⁰⁰ = 21 00

" " " Sand Bank 7618 ft = 114 ² Ben Hurley 3021 ft = 453 ⁶⁶³ = 22 58

" " " J. R. M. D. 481 ft = 72 ⁹ = 72

" " " M. Gregory 300 (work Rd) Jno Woods 300 (Good) Steen Pace ^{200 (Good)} = 8 50

" " " Road Cutter ⁶⁵⁰ 17 days for Team ⁵¹⁰⁰ = 57 50

Feb 7 " Wm Woodley (Road) = 3 00

" 6 " Day for Team ³ = 33 00

" 9 Making Road at mill = 16 00

" 26 Knigs ⁵⁰ Flour ¹⁵⁰ = 2 00

Mar 12 1 Team 12 days making ³ = 36 00

" 19 Od Steen Pace ¹⁰⁰ Wm Woodley ¹⁰⁰ (Good) = 2 00

" 26 Oley 9033 ft Ltn 10577 = 5827
" " 8505 " - SFS 40185 = 5972
" " 9281 " - Pect L 11401 = 6342
" " 8679 " - Ltn 13325 = 6812
" " 8740 " - C. L. 6793 = 5971

308 64

Apr 18 " " 9081 " McCulloch at Hagan ⁴⁰⁰ = 36 32 = 36 32

" " 30202 " Oak & chest in Ltn 2558, #12305, 15535, = 22798 } 264 30

" " Od Bayler hauling 30202 ft ⁴⁵³⁰, hauling 21593 ^{62 40} to mill = 53 78

" " " 21015 ft = 3152 } Od Pace cutting 6592 ft ³²⁴ = 134 09

1899 63 744 3 8

Howard #7

1904			139963	744	38
May 2	Cr ley	396 ft m cull Oak @ 4°			1 58
"	Paid Ben Rudy hauling	396 ft & Hagan - 59¢	59		
"	"	L. H. Bayler " 75596 " Pitt & mill, new top			
"	"	" " 9679 " " " - old top	213	19	
"	"	Stein Pass cutting Hagan 75596 ft @ 3° = \$	37	79	
June 20	"	L. H. Bayler hauling 34011 ft m cull = 85.08			
	"	Stein Pass, cutting 34011 ft = \$ 17.01			
	"	Key sawing, old contract, 10118 ft @ 3° = 30.35			
	"	" " " new " , 55396 ft @ 3 1/4° = 180.03			
	"	A. S. Matlock, hauling, Hagan 3136 ft @ 15° = 4.70			
	"	E. R. King, " " 2306 " @ 15° = 3.46			
	"	N. J. Milburn " " 526 " @ 15° = .78	458	78	
	"	Key sawing, new cont, 37894 ft @ 3 1/4° = 123.15			
	"	" " " old " , 3150 " @ 3° = 9.46			
	"	" " " Arbonne hill 829 " @ 3 1/4° = 2.69			
	"	" " " " 697 " @ 3° = 2.09			
	Cr ley Lumber on yard	14398 ft 1/4 m cull Oak @ 4° = 57.59			
	"	" " " " 16-35312 " " " " " = 141.25			
	"	" " " sold to Arbonne 829 ft cull Pop @ 9° = 7.46			209.09
	"	" " " " 697 " m " Oak @ 4° = 2.79			
July 5	To haul hill	34312 ft on yard 1/16, } @ 15°	81	72	
"	"	14398 " " " 6/10, } Corrected Inv 60-200			
" 12	17 3/4 days making		53	25	
"	Cr ley Ltn #13324, #2937, #13895, #11504, #10903, #12765, =				237.67
" 30	Paid Key sawing	1290 ft @ 3°			
"	"	23160 " @ 3 1/4			
"	"		79	24	
			2324	19	119272

Howard #8

1904

2324 19 1192 72

Aug 6. Paid J. Wolf, hauling to Hagan, 5200 ft = \$7.80
 " B Muncy " " " , 4557 " = 6.84

" B Muncy " " " , 4557" = 6.84

" Ben Kersley " " " , , 439" = 2.16

" Iron Rock " " " , 673. = 102

1 11, Aley Bro[#] 44488, Ltn 9941 =

" 13 Paid B. Murrey barling & Hogan 1530 ¹³⁰/₁₀₀ = 230

11 S. Pass cutting 52752 ft ϕ 50 = 26.3' 8

"B Muncy Landing 443541 ft $\frac{1}{2}$ = 5.31

" J. F. Wolf " " " 3739 " " = 5.61

" 32 " Key sawing ^(suspect) 8/1 to 8/19 - 81964 ft stally
- 2808" tip of tunnel

- 2808" Thin + $\frac{1}{4}$ = 281 98

- 1990 "Joe Oakes"

Sept 11 B. Muncy, hauling 2912 ft to Hagan

Nov 30 Cr by Ltr # 3717, #11213, #2029, #10059, CAC # 10459, #10015-#17997 #12001

1403-
Sept 11 11 Lbr shipped to Carter Lbr Co. Lbr
#1920, #17997 #13826
13792, 10810,
3349, 15587, 6869,

Containing 735-95 ft mill Cull out @ 4.00

" " " " Sold to Jas Oakes 3946 ft " " " @ 4⁰⁰

" " 10 Error in acct, amt not extended $\frac{1}{2} \times 3 = 1.50$

Net over Cr Lumber $\left. \begin{array}{l} 10/31/03 = 92 \\ 11/7/03 = 10.00 \end{array} \right\} = \$ 2.57$

$$\begin{array}{r} 2680.6^{\circ} \\ 17338^{\circ} \\ \hline 946.7^{\circ} \end{array}$$

Pal Duu

Sept 11 Bal Due

~~\$~~ 946.70

~~#~~ 2680 52 ~~#~~ 2680 52

946 70

~~\$2680~~ 5-2 ~~1733~~ 82

1257

H.C. J. Richmond,
Trustee

vs. { Chy

James Howard et al

Exhibit "Account"
with depo. of L.H.
Baylor.

Memorandum of Lis Pendens.

CIRCUIT COURT FOR LEE COUNTY, VIRGINIA:

H. C. T. Richmond, Trustee,Plaintiff.

vs. (In Chancery.)

James Howard, et al.,Defendants.

The general object of the above styled cause, which is pending in the circuit court for Lee county, Virginia, is to attach and subject to the payment of a debt of \$875.00, with interest thereon from the 1st day of August, 1904, due by the said James Howard and Benjamin Howard to H. C. T. Richmond, Trustee, the following described real estate, to-wit: All that certain tract or parcel of land, lyfng and being in Lee county, Virginia, near Hardys creek, known as the A.H.Fulkerson land, containing by estimation 283 acres, more or less, being the said land which was conveyed by W. P. Weston and wife to John Fee by deed dated the 7th day of July, 1904, and recorded in Lee County Clerk's office in Deed Book No.41, at page 540, to which deed reference is here made for a more particular description of the said land, which land was, prior to the date of the said deed sold by the said Weston to the said James and Benjamin Howard, to whom he executed a title bond therefor.

The names of the persons whose estate is intended to be effected by this suit are James Howard, Benjamin Howard and John Fee.

This 30th day of August, 1904.

H.C.T.Richmond, Trustee.By L.T. Hyatt, Atty.

L.T.Hyatt, Atty.

Virginia, Lee County, to-wit:

In the County Clerk's Office of Lee County, on this the 30th day of August, 1904. This foregoing writing was presented, and admitted to record at 11:30 o'clock, A. M.

Teste:

J.H.E. Ewing

Clerk

vs. { In Chancery
James Howard et al

Les Pendeus.

Tiled August 30.
11.30 a.m. H. J. Caring
1904. Clark.

Recorded in Deed
Book 42 p. 18.

Examined Aug 30
1904.

Indexed

Clerk \$125.

(IN SPANISH.)

H. T. BLOOMING, Teacher,

GIVING HOME FOR THE SICKLY, ALLEGHY.

MEMORANDUM OF THE FUNDERS.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 30th day of August 1904.

H. C. P. Richmond, Trustee.

Plaintiff

against

James Howard, Benjamin Howard,
John Lee & W. P. Weston

Defendants

The object of this suit is to attach the estate of the defend-
ants, James Howard & Benjamin Howard, to-wit:
a tract of land known as The A. H. Fulkerson Land,
situate near Hardys Creek in Lee County, Virginia,
and being the land purchased by them from
W. P. Weston & afterwards conveyed by said
Weston to John Lee, at their suggestion,
by deed dated July 7th 1904, recorded
in Lee County Deed Book, No. 41 page
540, to which reference is made for a
complete description, said tract con-
taining 283 acres, more or less, and to
subject the said land so attached to
the payment of the plaintiffs claim
against said Howards, amounting
at the last to \$875⁰⁰ with interest
thereon from the 1st day of August, 1904,
until payment, and the costs of this
suit.

And an affidavit having been made and filed that the defendant James Howard
and Benjamin Howard are
not residents of the State of Virginia, it is ordered that they do appear here within 15 days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap
Post and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the Court.

A copy—Teste:

L. P. Hyatt p. q.

H. C. P. Ewing Clerk.

H.C. Richmond Trustee

vs. {

ORDER OF
PUBLICATION.

James Howard et al

Virginia, Lee County, to-wit:
I, H.C.T. Ewing, County Clerk
for Lee County, do certify
that I posted a true
copy of the within O.P.
at the front door of
The Court-house of said
County on the 30th day
of August, 1904.

Given under my hand
this 30th day of Aug. 1904
H.C.T. Ewing, clk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James Howard,*
Benjamin Howard, John Fee and
H. P. Weston

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *Sept.*, 190*4*, to answer a
bill in chancery exhibited against *Them* in our said court by
H. T. Richmond, Trustee

And have then there this writ. Witness, *H. T. Ewing*
A. B. MUNSEY, Clerk of our said Court,
at the court-house, the *30th* day of *August*, 190*4*, and in the 12 *9th*
year of the Commonwealth.

A Copy Teste:

H. T. Ewing Clerk.

H. T. Ewing, Clerk.

The necessary affidavit having been made and filed, the officer to whom this process is directed is required to attach the estate of the defendants, James Howard and Benjamin Howard, Situated in Lee County, Virginia.

Given under my hand this the 30th day of August, 1904.

W. C. Ewing, Clerk.

vs.

{

SUBPENA
IN CHANCERY.

p. q.

To

Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

James Howard,
Benjamin Howard, John Fee and
J. P. Huston

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1st* Monday in *Sept.*, 190*4*, to answer a bill in chancery exhibited against *them* in our said court by *H. D. Richmond Trustee*

And have then there this writ. Witness, *H. T. Ewing* *A. B. MUNSEY*, Clerk of our said Court, at the court-house, the *30th* day of *August*, 190*4*, and in the 12*9th* year of the Commonwealth.

A. Copy Teste:

H. T. Ewing Clerk

H. T. Ewing, Clerk.

The necessary affidavit having been made and filed,
the officer to whom this process is directed is required
to attach the estate of the defendants, James Howard and
Benjamin Howard, situated in Lee County, Virginia.

Given under my hand this the 30th day of August, 1904.

W. H. Ewing, Clerk.

SUBPEONA

IN CHANCERY.

vs.

p. q.

Rules.

Court.

ORDER OF PUBLICATION CERTIFICATE.

H. C. T. Richmond Trustee

vs.

James Howard et al

Publisher's fixed rate of charges: 5 cents per line for each insertion.

Amount of this order \$ *8.80*

Paid by

ORDER OF PUBLICATION.

In the Clerk's Office of the Circuit Court of the county of Lee on the 30th day of August, 1904.

H. C. T. Richmond, Trustee, Plaintiff,
against
James Howard, Benjamin Howard, John Fee and W. P. Weston, Defendants.

The object of this suit is to attach the estate of the defendants, James Howard and Benjamin Howard to-wit: a tract of land known as the A. H. Fulkerson land, situated near Hardy's Creek, in Lee county, Virginia, and being the land purchased by them from W. P. Weston, and afterwards conveyed by said Weston to John Fee, at their suggestion, by deed dated July 7th, 1904, and recorded in Lee county Deed book No. 41, page 540, to which reference is made for a complete description, said tract containing 283 acres, more or less, and to subject the said land so attached to the payment of the plaintiff's claim against said Howards, amounting at the last to \$875.00, with interest thereon from the 1st day of August, 1904, until payment, and the costs of this suit.

And an affidavit having been made and filed that the defendants, James Howard and Benjamin Howard, are not residents of the State of Virginia, it is ordered that they do appear here within 15 days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post, and that a copy be posted at the front door of the court-house of this county on or before the next rule day.

A copy—Teste:

H. C. T. Ewing, clerk.

L. T. Hyatt, p. q.

Sept. 8-36-39

Editor

I, GILBERT N. KNIGHT, of The Big Stone Gap Post, a weekly newspaper published in the town of Big Stone Gap, Wise County, Virginia, do certify that the foregoing Order of Publication was duly published in the said newspaper for four consecutive weeks, commencing on the *8th* day of *September*, 190*4*

Gilbert N. Knight
Editor

The Big Stone Gap Post.

I,, Clerk of the Circuit Court for Wise County, Virginia, hereby certify that I, on the first day of the County Court of Wise County at the term 190..... therefore, posted a copy of the foregoing Order of Publication at the front door of the court house of the said County. Given under my hand this the day of , 190.....

Clerk Wise County Circuit Court.

Order of
PUBLICATION
Certificate.

H. C. T. Richmond Jr

vs.

James Howard et al

Publisher's Fee \$ 8.50

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